

TENDER DOCUMENT

Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under “Smart City Mission- at Raipur (C.G.)” Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works for Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation and Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works for Five (05) Years.



TENDER Number: XXX/RSCL/2018-19,

Date: XX-09-2018

Probable Amount of Contract: ₹ 382.77Crore

Last Date of Submission: XX-XX-2018

Client :

Managing Director,

Raipur Smart City Limited,

Ground Floor, Outdoor Stadium,

Opp. Budha Taalab, Raipur -492 001

Chattisgarh, India

Tel: +91-0771-2227395

OFFICE OF THE RAIPUR SMART CITY LIMITED**e-Procurement Tender Notice**Main Portal: <http://eproc.cgstate.gov.in>

NIT NO:- XX/RSCL/2018-19,

RAIPUR DATED: XX/XX/2018

Online bids are invited for the following of works up to **xx/xx/2018 at 17:30 hours.**

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount	EMD Amount	Time Period	Tender Fees
1		Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under "Smart City Mission- at Raipur (C.G.)" Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works for Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation and Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works for Five (05) Years.	₹382.77 Crore	₹ 1.91 Crore	30 Months (including monsoon season)	15,000/- (non-refundable to be submitted online only)

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> from **xx/xx/2018 17:30 Hours (IST)** on wards.

For more details on the tender and bidding process you may please visit the above-mentioned portal.

NOTE: -

1. All eligible/interested contractors are mandated to get enrolled on e-Procurement portal.
2. Contractors can contact Help Desk for any clarification of their doubts regarding the process of Electronic Procurement System. **Help Desk** at **Toll Free No. 1800 419 9140** or through Email ID helpdesk.eproc@cgswan.gov.in
3. For More Details please download NIT details.

**MANAGING DIRECTOR
RAIPUR SMART CITY LIMITED,
RAIPUR (C.G.)**

OFFICE OF THE RAIPUR SMART CITY LIMITED

Notice Inviting Tender

MD, RSCL invites Online Tenders on behalf of Raipur Smart City Limited from contractors in "A" Class registered under unified registration system in Chhattisgarh PWD with a valid UIN or Equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government/ Public Sector Undertaking for similar work on GoCG e-Procurement System <http://eproc.cgstate.gov.in>

S. No	System Tender No.	Name of Work	Tender amount	Earnest Money Deposit	Eligible class of contractor/ firm	Time Period	Remarks
1		Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under "Smart City Mission- at Raipur (C.G.)" Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works for Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation and Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works for Five (05) Years.	₹382.77 Crore	₹ 1.91 Crore	"Class-A"	30 Months (including monsoon season)	1 st Call

1. In order to participate in the tenders floated using the e-Procurement System, all Operators / bidders are required to get enrolled on the e-Procurement portal.
2. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered Operators may obtain information required to issuance of Digital Certificate from **e-Procurement System Help Desk, Toll Free No. 1800 419 9140** or through Email ID helpdesk.eproc@cgswan.gov.in

3. For submitting the bids online, the Operator s/bidders are required to make online payment **(for E-Proc processing Fee and Cost of RFP document)** using the electronic payments gateway service. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
4. Tender Download, Submit Bid online, EMD and other Documents and other activities will be governed by the time schedules given under **“Date-Time Detail(s)”**.
5. Tender Fee/Cost of RFP document is to be submitted online only.
6. Submission of documents as per Envelope A (EMD) as given elsewhere in the RFP will be accepted by Hand Delivery, Speed Post or Registry. Payment for EMD amount in the form of FDR/Demand Draft/BG in favour of MD, Raipur Smart City Limited, Raipur payable at Raipur (C.G.) will be submitted at Office of the Raipur Smart City Limited up to dated **xx/xx/2018 up to 17.30hrs.**
7. Financial Bid is to be submitted online only. If financial bid is found in hard copy, Bidder’s bid shall be deemed to be rejected.
8. Conditions related to e-Procurement are furnished in Annexure O of tender document and will overrule other conditions wherever applicable/relevant.
9. The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials online as required in the tender in the online templates in relevant envelopes.
10. The Bidders may refer Help Manual available online to perform there online activities.
11. If there is any amendment in the tender it will be published online only.

**MANAGING DIRECTOR
RAIPUR SMART CITY LIMITED
RAIPUR (C.G.)**

KEY DATES

S. No.	RSCL Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date From		XX-XX-2018	17:30
	To		XX-XX-2018	17:30
2	Pre-Bid Meeting		XX-XX-2018	11:30
3	Bid Due Date	Online submission	XX-XX-2018	17:30
4		Physical Doc Submission End Date Only EMD in the form of BG/FDR/DD	XX-XX-2018	17:30
5	Technical Bid Opening Date (Scheduled)		XX-XX-2018	11:00

**MANAGING DIRECTOR
RAIPUR SMART CITY LIMITED,
RAIPUR (C.G.)**

Annexure O

Guidelines for e-tendering

Guidelines for bidders on using Integrated eProcurement System Govt. of Chhattisgarh. <https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Operators / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the tenders of various Govt. Departments / Agencies / Corporations / Boards /Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492001 on Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take up to 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation /responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit

the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm /private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management /partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / Tender fee using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the e-Procurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.

5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender's Critical Dates & Time/Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks/activities and responsibilities to participate in the tender, as all the activities/ tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7. Download Tender Document(s): The tender documented supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening. Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either through online payment gateway or in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office as stated in the Notice Inviting Tender.

Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the reference details online and hard copy of original EMD instrument is to be submitted within due date and time as mentioned in the NIT.

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

11. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. On Help Desk Toll Free No. 1800 4199140 or email helpdesk.eproc@cgswan.gov.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (ChiPS) on Tel. No. 0771 – 4014158 or email: pro-chips@nic.in.

SECTION I – BID DATA SHEET

Tender Notice No.	---/RSCL/2017-18
Organization Name	Raipur Smart City Limited (RSCL)
Name of Work	Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under “Smart City Mission- at Raipur (C.G.)” Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works For Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation And Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works For Five (05) Years.
Tender Type	Working Drawings, Procurement and Construction Basis
Bidding Type	Open, National Competitive Bidding
Type of Contract	Single Work
Bidding Currency	Single- Indian National Rupees
Estimated Cost Put to Tender	₹ 382,77,27,250.00
Operation and Maintenance Period	Five years after the issuance of Completion Certificate
Defects Liability Period	Five years after the issuance of Completion Certificate
Joint Venture	Allowed.
Contract Period	30 Months (including Monsoon)
Qualifying Criteria	<p>I. Registration</p> <p>i) Class A Contractor registered under unified registration system in Chattisgarh PWD with a valid UIN or Equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government/ Public Sector Undertaking.</p> <p>ii) For Electrical Works: The Bidder / Main Contractor, as the case may be, shall have a valid electrical contractor’s license in Class ‘A’ contractors registered with Government of Chattisgarh or equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State/Central Government/ Public Sector Undertaking.</p> <p>A. Turn Over - The average annual turnover from Construction works during the last Three (3) Financial years ending 2017-2018 should not be less than ₹ 115.00 Crore</p>

	<p>B. Solvency certificate from Nationalized Bank for ₹ 153.00 Crore not older than six months as on the date of submission of the bid.</p> <p>In view of the latest circular of IT Department IT clearance certificate is not required. However, the contractor shall submit copy of the PAN card.</p> <p>C. Similar Nature of Work:</p> <p>The bidder must have completed Similar nature of work i.e.</p> <ol style="list-style-type: none"> 1. Road works for National Highway / State Highway / Ring Road Project in Metro Cities / Runways / BRTS Road in Cities / Roads in Cities / Roads for any state Government Department, Central Government Department, other Government Department/ undertaking of State/Central Government /Public Sector Undertaking/ Municipal Corporations in India during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following <ul style="list-style-type: none"> One contract of ₹ 307.00 Crore <li style="text-align: center;">Or Two contracts of ₹ 192.00 Crore each <li style="text-align: center;">Or Three contracts of ₹ 153.00 Crore each 2. Water Supply Projects consisting of supply and distribution network including house service connection for any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government /Public Sector Undertaking, Municipal Corporations in India during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following: <ul style="list-style-type: none"> One contract of ₹ 58.00 Crore <li style="text-align: center;">Or Two contracts of ₹ 36.00 Crore each <li style="text-align: center;">Or Three contracts of ₹ 29.00 Crore each 3. Electrical works consisting of HT / LT Underground Cabling including Compact Substation for any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government / Public Sector Undertaking/ Municipal Corporations in India during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following <ul style="list-style-type: none"> One contract of Rs 65.00 Crore <li style="text-align: center;">Or Two contracts of Rs 40.00 Crore each <li style="text-align: center;">Or Three contracts of Rs 32.00 Crore each
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	<p>D. Physical Criteria / Specific Experience:</p> <p>The Bidder should also have following Specific experience</p> <ol style="list-style-type: none"> <u>Completed Bituminous Carpeting of Road of 1,50,000 Sqm or above in a Single Project</u> <u>Completed M20 grade and above Grade of concrete work of Quantity 7,500 Cum or more in the form of Foundation / slab and / or wall in a Single Project</u> <u>Successful completion and commissioning of underground High-Tension (at least- 10kM or more) and Low-Tension (at least 20kM or more) cabling work in a single project.</u> Successful completion and commissioning of Street Lighting work for atleast 1000 number of poles in last seven years. The Contractor should have its own Lighting Management Software (LMS) which is operative for last One (01) year or should have tied up with a partner who provide LMS Services and is operative for last One (01) year. <u>Successful completion and commissioning of Electrical compact substation (10nos) and Ring main Unit (2nos) in any one project</u> <u>Supplying, Laying, Testing and Commissioning of pipeline for Water Supply Project in any single project.</u> <table border="1" data-bbox="603 1108 1433 1254"> <thead> <tr> <th>Type of Pipeline</th> <th>Min. Diameter (In mm)</th> <th>Min. Length (In Km)</th> </tr> </thead> <tbody> <tr> <td>DI /MS/CI/HDPE</td> <td>≥100 mm</td> <td>«50»</td> </tr> </tbody> </table> <p>during last Seven (07) years ending last day of month previous to the one in which applications are invited</p>	Type of Pipeline	Min. Diameter (In mm)	Min. Length (In Km)	DI /MS/CI/HDPE	≥100 mm	«50»
Type of Pipeline	Min. Diameter (In mm)	Min. Length (In Km)					
DI /MS/CI/HDPE	≥100 mm	«50»					
Bid Start Date	From _____ 17.30 Hrs.						
Pre-Bid Meeting Date & Time	1_____at 11.00 Hrs, Bidder shall have to post their queries on E-mail address ceo.rscl@gmail.com on or before _____ up to 17.30 hrs.						
Venue of Pre Bid Conference	Conference Hall, Raipur Smart City Limited, Ground Floor, Indoor Stadium, Opp. BudhaTaalab, Raipur 492 001.						
Last date, Time of online Bid Submission & website	On or before date _____ upto 17:30 hrs https://eproc.cgstate.gov.in						
Physical Submission of documents mentioned in Tender documents	Up to _____till 17.30 hrs at the Office of “Managing Director, Raipur Smart City Limited, Ground Floor, Indoor Stadium, Opp. Budha Taalab, Raipur 492 001 by Hand Delivery / R.P.A.D. / Speed post.						
Opening of Bid (Online) & PQ documents submitted electronically	If possible on _____ at 11:00 hrs onwards at Office of The Managing Director, Raipur Smart City Limited ,Raipur [C.G.]						

Bid validity period	180 days after the last Date of Online Submission of Tender
Document Fee	Rs._____-/- + Rs. 311 (Non-Refundable) To be paid online in favor of Managing Director, Raipur Smart City Limited with bid submission.
EMD (BID SECURITY)	Rs._____- (EMD in favor of MD, RSCL, Raipur [CG] online payment using the electronic payments gateway service EMD Fee as mentioned above the different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.) EMD in no other form shall be accepted.
Officer Inviting Bid	Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, BudhaTaalab, Raipur 492 001.

Checklist**Checklist for Online Submission: Envelope (A, B & C)**

S.No	Particulars	Envelope	Mandatory
1	Letter of EMD	Envelope-A	Yes
2	Scanned copy of EMD Online payment receipt or (in DD/BG /FDR) in case of Physical submission	Envelope-A	Yes
3	Scanned Copy of Pre-Contract Integrity Pact duly signed by Bidder as per Annexure- G of the RFP	Envelope-A	Yes
4	Receipt of online payment of E-proc processing fee	Envelope-A	Yes
5	Scan Copy of Registration Certificate as a Class A Contractor in Chattisgarh PWD with a valid UIN or Equivalent Registration in any state Government Department / Central Government Department, other Government Department/ Undertaking of State / Central Government/Public Sector Undertaking	Envelope-B	Yes
6	Scan Copy of valid electrical contractor's license in Class 'A' contractors registered with Government of Chattisgarh or Equivalent Registration in any State Government Department / Central Government Department, Other Government Department / undertaking of State / Central Government / Public Sector Undertaking	Envelope-B	Yes
5	Scanned copy of all approved/authenticated "Technical Eligibility" documents in the prescribed formats mentioned in Section-3	Envelope-B	Yes
6	Scanned copy of RFP duly signed by the authority	Envelope-B	Yes
7	Available Bid Capacity duly worked out and notarized by Chartered Accountant as required in Tender Document	Envelope-B	Yes
8	Scanned Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Annexure-F	Envelope-B	Yes
9	Undertaking for making Cashless payments as per Annexure-E	Envelope-B	Yes
10	Scanned copy of the Technical Bid and necessary attachments/Annexures	Envelope-B	Yes
11	Affidavit (regarding/documents submitted are correct)	Envelope-B	Yes
12	Copy of GST registration certificate	Envelope-B	Yes
13	Certificate of E-Registration	Envelope-B	Yes
14	Income tax return statements of last Three years ending 2017-18 duly notarized by Chartered Accountant	Envelope-B	Yes
15	Copy of PAN Card	Envelope-B	Yes

S.No	Particulars	Envelope	Mandatory
17	JV agreement- (Annexure- XVI)	Envelope-B	Yes
18	Power of Attorney (ANNEXURE-XVII)	Envelope-B	Yes
19	Financial Bid Forms in the prescribed formats mentioned in Section- IV	Envelope-C	Yes

Note :

- i. All the documents are submitted through online mode only. No hardcopy submission is required except EMD in the form of BG/FDR/DD. This is with respect to the G.O No. 6876/Data Centre/e-Tendering/2017-18.
- ii. All the documents are to be submitted in prescribed formats only.
- iii. Only the original copy of EMD in the form of BG/FDR/DD should be submitted to the address mentioned in Clause 1.16 (Instructions to Bidder) of this document.
- iv. Bidder has to submit all the supporting documents to justify the Financial Turnover such as company Balance sheets, Profit & Loss Statements, Auditors' report and all other applicable documents duly attested by CA.

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List of Abbreviations

Cr	Crore
Dept.	Department
DG	Diesel Generator
Dia.	Diameter
DPR	Detailed Project Report
Gol	Government of India
HMI	Human Machine Interference
INR	Indian Rupee
IS	Indian Standard
Km	Kilometre
KPH	Km Per Hour
kVA	Kilo Volt Ampere
kW	Kilo Watt
MS	Mild Steel
mt	Meter
NP	Non-Pressure
RCC	Reinforced Cement Concrete
SOR	Schedule Of Rates
HP	Horse Power
KW	Kilo Watt
ABD	Area Based Development
RSCL	Raipur Smart City Limited
MRCC	Mor Raipur City Centre
RMC	Raipur Municipal Corporation
PC	Project Cluster
NIT	National Institute of Technology
RFP	Request for Proposal
EMD	Earnest Money Deposit
BG	Bank Guarantee
S.No.	Serial Number
BSNL	Bharat Sanchar Nigam Limited
COPA	Conditions of Particular Application
CSPDCL	Chhattisgarh Power Distribution Company Limited

CGSCEI	Chhattisgarh State Chief Electrical Inspector Vigilance and safety
IPDS	Integrated Power Development Scheme
EIC	Engineer-In-Charge
GCC	General Conditions of Contract
HT	High tension (33 kv& 11 kv)
IRC	Indian Road Congress
ITB	Instruction to Bidders
LT	Low Tension
PgMC	Programme Management Consultant
ROW	Right of Way
SCC	Special Conditions of Contract
TPC	Third Party Consultant
DMA	District Metered Areas
BGL	Below Ground Level
CCC	Command & Control Center
CCTV	Closed Circuit Television
CI	Cast Iron
CML	Cement Mortar Lining
CPHEEO	Central Public Health Environment Engineering Organization
CWR	Clear Water Reservoir
MBR	Master Balancing Reservoir (Ground level)
Dept.	Department
DG	Diesel Generator
DI	Ductile Iron
Dia.	Diameter
DLC	Dry Lean Concrete
DPR	Detailed Project Report
ESR	Elevated Service Reservoirs
Gol	Government of India
GSR	Ground Service Reservoirs
UFW	Unaccounted Flow of Water
GI	Galvanized Iron
HPSV	High Pressure Sodium Vapour
HRT	Hydraulic Retention Time

HV	High Voltage
HVAC	HEATING, VENTILATION, Air Conditioning
LA	Lightning Arrestor
LPCD	Litre Per Capita Per Day
LPM	Litre Per Minute
mg/l	Milligram Per Litre
Mpa	Megapascal
MS	Mild Steel
NP	Non-Pressure
OHT	Over Head Tank
RCC	Reinforced Cement Concrete
S/S	Socket & Spigot
SCADA	Supervisory Control And Data Acquisition
T&D	Transmission & Distribution
VFD	Variable Frequency Drive
WTP	Water Treatment Plant
HP	Horse Power
KW	Kilo Watt
HSC	House Service Connection
PAC	Propable Amount of Contract
PC	Project Cluster

VOLUME – I: INSTRUCTION TO BIDDERS

DISCLAIMER

The information contained in this Tender document (the "Tender") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Raipur Smart City Limited (RSCL) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by RSCL to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this Tender (the "Bid/ Proposal"). This Tender includes statements, which reflect various assumptions and assessments arrived at by RSCL in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for RSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

RSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in bidding process. Though adequate care has been taken in the preparation of this Tender Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

RSCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this Tender.

RSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this Tender does not in any way implies that RSCL is bound to select a Bidder or to appoint the Preferred Bidder for the Assignment and RSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which

may be required by RSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process

SECTION- II SCOPE OF WORK & INSTRUCTIONS TO BIDDERS

1.1. Scope of bid

The Managing Director, Raipur Smart City Limited, invites bids by E-Tendering for the works of Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under "Smart City Mission- at Raipur (C.G.)" Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works For Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation And Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works For Five (05) Years.

1.1.1. Scope of Work:

- A. Smart Road, Storm water drain, Underground Electrical Cabling, Street Lights and Visual Improvement of Road

The work to be carried out under this contract shall consist of various items as generally described in Tender Documents.

The works under Contract comprises of Design, Construction, Supply, Erection, Testing and Commissioning for

- A. 24 x 7 Water Supply System
- B. Improvement of Selected Roads to Smart Roads
- C. Storm Water Drains
- D. Underground Electrical cabling and Street Poles

Details and drawings given in Tender document is for information purpose only and successful bidder shall undertake confirmatory survey for accuracy and completeness of data.

It is in scope of successful Bidder to undertake all Site surveys, Geotechnical investigations, Underground Utility Survey and Scanning of the roads for utility shifting, obtaining all required approvals from the relevant authorities. Carry out Design and Drawings for all the components of the work as per Employers requirement and submit the same to client for review and approval, Prepare Good for Construction Drawings, submit maintenance manual to client for approval before the commencement of Maintenance period. The successful bidder shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format.

Statutory and other charges for getting various required approvals shall be in scope of Successful bidder

The Employer Raipur Smart City Development Limited (RSCL) reserves right to remove / decrease the Scope of Tendered Works. It is in Contractor's obligation to execute the work as instructed by Raipur Smart City Development Limited (RSCL) and will not be compensated for such removal / decrease in scope of Tendered works.

Quantities mentioned in Bill of Quantity are approximate and the Contractor shall not be compensated for any increase or decrease in such Quantities and shall be paid as per actual executed and certified by Engineer-In-Charge.

Brief Scope of Work:

A. For 24 x 7 Water Supply

Work for 24 x 7 Water Supply System under includes Refurbishment of existing network in ABD and Outer Area including all work of Mechanical, Electrical, SCADA, Household Connections, Consumer Water Meter Fittings work with three months trial run and post completion Management of 24 x 7 Water Supply in Smart City for a period of 5 years.

B. Improvement of Roads :

Improvement of Roads consists of Improvement of existing carriage ways, improvement of Road Junctions, road Storm drainage and rain water harvesting, construction of utility ducts, cross drains, culverts, foot path, cycle track, Street landscaping, Street Furniture, Traffic Signage's, Miscellaneous works and Maintenance of all Tendered works for Period of Five years

C. Storm Water drains :

Storm Water drain including Rain water harvesting along the selected Roads and also in ABD area. Scope of works include survey of existing drains, Design and Construction of same to cater the project catchment area, Maintenance of all Tendered works for Period of Five years

D. Underground Electrical Cabling and Street Lights

Conversion of Overhead Transmission line to Underground Electrical cabling, Optimization of Distribution Transformer, Smart Street lighting system for Proposed Smart Roads. Comprehensive Maintenance for all Electrical works for period of Five years

The scope of work also includes:

- a. Site clearance, demolition works, earthworks, temporary works, traffic diversion, barricading the construction site, utility shifting and all ancillary works deemed necessary for the carrying out of temporary & permanent construction works.

- b. Widening/ re-cambering/ raising/ milling down & overlaying of existing carriageways, flexible/ rigid pavement at grade road intersections & accesses to adjoining developments. Work also includes removal of street furniture, exiting foot path, existing median, exiting signages, trees if any way of revised ROW, existing structures that obstruct the revised ROW as per instruction of RSCL
- c. Tree cutting (if any) as indicated in the drawings.
- d. Construction of Utility ducts, cross drains as per approved drawing.
- e. Retrofitting the existing roads as per the proposed road sections with respect to carriageways, provision of footpath, cycle track, services lanes.
- f. Making road markings along the road edge, road center line & as per IRC guidelines, bus stop marking, cycle track marking, construction of medians & speed breakers, & junction improvements as per the drawings & in accordance with the Employer's requirements and to the satisfaction of the Engineer in charge.
- g. Construction of Footpaths, Kerbs, railings, and other road related facilities as per the guidelines of IRC in accordance with the Employer's requirements and to the satisfaction of the Engineer in charge.
- h. Supply and installation of new traffic signage, directional signage, street name signs & re-sitting of such existing signs & other road signs to be retained, inclusive of support & foundation as per Employers Requirement.
- i. Supply & installation of street furniture seating bench, planter box, bollards, cycle hoops, advertisement/ branding/ wayfinding boards & poles in accordance with the Employer's requirements and to the satisfaction of the Engineer in charge.
- j. Planting of trees, shrubs and installation of lawns as a part of Landscape work & installation of services for the same, as per the drawing in accordance with the Employer's requirements and to the satisfaction of the Engineer in charge.
- k. All other works and services ancillary or related to the full completion of the Works in accordance with the Employer 's requirements
- l. The Contractor shall ascertain, determine and verify the locations of all utility services by scanning the roads in the vicinity of the Works and co-ordinate with utility agencies for the diversion of affected services and the laying of new services. The Contractor shall support and protect services that need not be diverted or pending diversion and remove all abandoned services. Contractor shall be responsible for relocation, reconstruction, reconfiguration of driveways, site accesses, temporary and permanent drains, pipe conduits and necessary connections for public lighting and traffic lighting, earth works, turfing, environmental assessments, necessary safety measures and protection works, sewer lines etc

Bidder to refer Volume III- Employers Requirement and Specifications for detail scope of work related to 24x 7 Water Supply, Improvement of Roads, Storm Water Drains and Underground Electrical cabling and Street Lights

1.1.2. Contractors Obligation :

- a. The Contractor's responsibility includes the submissions to relevant government authorities / technical departments for obtaining all necessary clearances/approvals. The Contractor shall coordinate with all such government Authorities / Technical Departments for obtaining all necessary
- b. The Contractor shall co-ordinate and interfaces his works with that of all other contractors, subcontractors, utility services, statutory authorities, etc. and achieve the completion of the Works to the satisfaction of the Engineer
- c. The Contractor shall verify the proposed road reserve, cadastral boundary and contract boundary and all dimensions on Site prior to submission of Tender. The Contractor is responsible for clarifying any discrepancy between the Drawings and actual condition on Site.
- d. The Contractor shall make good all works including road surfaces, drains, concrete slabs, gratings, kerbs, pavements, turfing, railing, fence, boundary wall, etc. affected or damaged during the course of construction, to the satisfaction of the Engineer. The costs of making good all these defects shall be borne solely by the Contractor and deemed included in his Contract Sum
- e. All works specified shall include the provision of all labour, tools, equipment, material, traffic control, transport and everything else necessary for the satisfactory completion of the Work by the Contractor to the satisfaction of the Engineer.
- f. Description of the Works involved in this Contract is given in the Specifications for the guidance of the Contractor. The Contractor shall be solely and fully responsible for investigating and ensuring the actual extent and nature of the works comprised in this Contract prior to submission of his Tender.
- g. Construction, management and quality of the Works shall comply with the Drawings, Specifications and Employers requirement.
- h. Contractor shall take care to un install the old utilities that need to be replaced by new suggested utilities so as not to damage the same and all the material such as Manhole Frame cover, Street Pole, Street Furniture. etc obtained after Demolition / Removal / Shifting of Utilities shall be properly stacked at Designated location and handed over to RSCL. On instruction of RSCL such dismantled material (C & D) waste shall be disposed off at location as approved by RSCL. All the charges for Stacking and dismantling of such material shall be borne by the Contractor.

- i. In case of Damage to Service connections like drainage, Water supply, Gas, Telephone, Electric cables for the properties along the roads, the same shall be repaired / reinstalled by the Contractor at his own cost.
- j. The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

1.2. Source of funds

- 1.2.1 The employer has arranged the funds from internal sources and will have sufficient funds in Indian currency for execution of the works.

1.3. Eligible bidders

- 1.3.1 The invitation for bids is open to all eligible bidders who may be proprietary firms, partnership firms or companies registered under company's act 1956 or its amended act, Public Sector Undertakings or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] & meeting the qualifying criteria as defined in clause 1.4.
- 1.3.2 All bidders shall provide in section 2, forms of bid and qualification information, a statement that bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents or the Project Manager for the contract. A firm or their associates that has been engaged by the employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 1.3.3 Government-owned enterprises may also participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 1.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 1.35
- 1.3.5 If found to have a Conflict of Interest as specified in clause 1.36 shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be.
- 1.3.6 General Criteria:
 - a. The Bidder in the same name and style shall be a well-established firm with at least Ten (10) **years' experience** and capability in construction industry especially in construction of Roads and Water supply projects
 - b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
 - c. The Bidder in the same name and style must give evidence of having adequate experience in mobilizing equipment and personnel for large value contracts

and in the deployment of heavy construction equipment for the type of work described earlier.

- d. The Bidder must have adequate staff and equipment for carrying out work in accordance with time schedule.
- e. The Bidders/Bidder must have a Project Manager with not less than 10 (Ten) years' experience in managing construction of Roads / Water supply projects of with at least 5 (Five) years of experience in similar works as mentioned in, along with minimum number of engineering, technical and other key personnel with adequate experience in Civil/Electrical/Mechanical engineering work as under:

S.No	Post	Qualification	Minimum Numbers to be Deployed
1	Project Coordinator (Multidisciplinary)	At least BE-civil with min. 10 years experience in Similar works	1 nos
2	Project Manager (Multidisciplinary)	At least BE-civil with min. 10 years experience in Similar works	1 nos
3	Water Supply Expert in Urban Water Supply Project	At least BE-civil with min. 05 years experience in Water Supply works	1 nos
4	Site Engineer	At least BE-civil with min. 05 years experience in Roads/RCC works	2 nos
5	Quality Control Engineer	At least BE-civil with min. 08 years experience in QA/QC	1 no
6	Surveyor	At least Diploma in civil with min. 05 years experience	1 no
7	Project planning Engineer	At least BE-civil with min. 05 years experience in urban projects	1 no
8	Project Billing Engineer	At least BE-civil with min. 05 years experience in urban projects	1 no
9	Electrical Engineer	B.E. (Electrical) with min.07 years experience in Similar Electrical works	1 nos
10	Mechanical Engineer	B.E. (Mechanical) with min.05 years experience	1 nos
11	Instrumentation Engineer	B.E (Electronics / Instrumentation) with min.05 years in SCADA and PLC works	1 nos
12	Supervisory Staff	DCE with minimum 5 years experience	3 nos
13	Design Manager ()	Graduate Engineer with min 10 years experience in Similar works	2 no
14	Safety Engineer	Graduate Engineer with minimum 5 years experience in safety related works	1 no

Note: If sufficient staff does not exist at the time of bidding, an undertaking for employing the necessary staff shall be given by the Bidder.

- f. The Bidder must provide evidence of having adequate experience. The Bidder should up load the digitally signed scanned copies to supporting certificate, reports relating to physical, financial, technical, machinery and other capability

of the applicants in their original language along with certified translation of all relevant portions of the certificate/reports in English duly attached with their Digital Signature. The applicant should upload the financial capabilities in Rupees only.

- g. The Bidders are required to upload digitally signed scanned copies along with their applications certificates obtained from the concerned authorities/ employers towards proof.
- h. Qualification of the bidder:

To be qualified for award of Contract, bidders shall:

- 1) Submit a written power of attorney authorizing the signatory of the bid to submit the bidder;
- 2) Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, and litigation history as given and described in the Bidding Formats to Instruction to Bidders.
- 3) Submit proposals regarding work methods, scheduling and re sourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.

1.3.7 If the employer has not undertaken pre-qualification of Potential bidders, All bidders shall include the following information and documents with their bids in section 2.

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.
- (b) Total monetary value of construction work performed for each of the last Seven years.
- (c) Experience in works of a similar nature and size for each of the last Seven years, and details of works underway or contractually committed; and employers who may be contacted for further information on those contracts.
- (e) Major items of construction equipment proposed to carry out of the contract. Qualifications and experience of key site management and technical personal proposed for the contract.
- (f) Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this contract (access to lines of credit and availability of other financial resources)
- (h) Authority to seek references from the bidder's bankers.
- (i) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the party's concerned, and disputed amount.
- (j) The proposed methodology and program of construction backed with equipment planning and deployment, duly supported with broad calculations and quality

control procedures proposed to be adopted, justifying their capacity of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

1.4. Minimum Qualifying Criteria

1.4.1 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below

1.4.2 Registration

- a. **Class A Contractor** registered under unified registration system in Chattisgarh PWD with a valid UIN or Equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government/ Public Sector Undertaking
- b. **For Electrical Works:** The Bidder / Main Contractor, as the case may be, shall have a valid electrical contractor's license in Class 'A' contractors registered with Government of Chattisgarh or equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State/Central Government/ Public Sector Undertaking.

1.4.3 The average annual turnover from Construction works during the last Three (3) Financial years ending 2017-2018 should not be less than ₹ 115.00 Crore

1.4.4 Solvency certificate from Nationalized Bank for ₹ 153.00 Crore not older than six months as on the date of submission of the bid

In view of the latest circular of IT Department IT clearance certificate is not required. However, the contractor shall submit copy of the PAN card.

1.4.5 Experience of having successfully completed similar works i.e.

A. Road works for National Highway / State Highway / Ring Road Project in Metro Cities / Runways / BRTS Road in Cities / Roads in Cities / Roads for any state Government Department, Central Government Department, other Government Department/ undertaking of State/Central Government/Public Sector Undertaking/ Municipal Corporations in India during last Seven(07) years ending last day of month previous to the one in which applications are invited should be either of the following :

a) One Contract of Rs 307.00 Crore (80% of the estimated cost)

OR

b) Two Contracts of Rs 192.00 Crore each (50% of the estimated cost)

OR

c) Three Contracts of Rs 153.00 Crore each (40% of the estimated cost)

B. Water Supply Projects consisting of supply and distribution network including house service connection for any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government /Public Sector Undertaking, Municipal Corporations in India during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following:

a) One contract of Rs 58.00 Cr

OR

b) Two contracts of Rs 36.00 Cr each

OR

c) Three contracts of Rs 29.00 Cr each

C. Electrical works consisting of HT / LT Underground Cabling including Compact Substation for any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government / Public Sector Undertaking/ Municipal Corporations in India during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following

a) One contract of Rs 65.00 Cr

OR

b) Two contracts of Rs 40.00 Cr each

OR

c) Three contracts of Rs 32.00 Cr each

1.4.6 Physical Criteria / Specific Experience:

Bidder should also have following Specific experience

- a. Completed Bituminous Carpeting of Road of 1,50,000 Sqm or above in a Single Project
- b. Completed M20 grade and above Grade of concrete work of Quantity 7,500 Cum or more in the form of Foundation / slab and / or wall in a Single Project
- c. Successful completion and commissioning of underground High-Tension (at least- 10kM or more) and Low-Tension (at least 20kM or more) cabling work in a single project.

- d. Successful completion and commissioning of Street Lighting work for atleast 1000 number of poles in last seven years. The Contractor should have its own Lighting Management Software (LMS) which is operative for last One (01) year or should have tied up with a partner who provide LMS Services and is operative for last One (01) year.
- e. Successful completion and commissioning of Electrical compact substation (10nos) and Ring main Unit (2nos) in any one project
- f. Supplying, Laying, Testing and Commissioning of pipeline for Water Supply Project in any single project.

Type of Pipeline	Min. Diameter (In mm)	Min. Length (In Km)
DI /MS/CI/HDPE	≥100 mm	«50»

within last seven financial years i.e., for a period starting from 01/04/2011 and ending one month prior to Bid Submission Date

1.4.7 Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = A \times N \times 2 - B,$$

Where

'N' = Number of years prescribed for completion of the subject contract.

A = Maximum value of works executed in any one year during last seven years (at current price level)

B = Value of works for existing commitments to be completed in the next 'N' years.

Note: For bringing value of works to current level, multiplying factor to be indicated in Tender with reference below table

Financial Year	2017- 2018	2016 - 17	2015 - 16	2014 -15	2013 – 14	2012 - 13	2011 - 12
Multiplying Factor	1.00	1.10	1.21	1.33	1.46	1.60	1.77

The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Officer or his nominee - in - charge.

- 1.4.8 The Bidder should not have incurred any loss in last three Financial years ending 31st March 2018, duly certified by the Chartered Accountant.

The Bidder should have sufficient number of Technical and Administrative employees required for proper execution of the contract. The applicant should submit a list of these employees stating clearly how they would be involved in this work.

The Bidder performance for each work completed in the last Seven years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained in sealed cover STATEMENT – A

- 1.4.9 The Bidder shall submit Details of Construction Plant & Equipment, Technical Manpower to be deployed for this work, Proposed Methodology and Programme of Construction.

- 1.4.10 The Bidder shall submit Technical Data Sheets mentioned in 24 X 7 Water Supply, Electrical Works and follow technical specifications and design criteria described in Volume III- Employers requirement and Specifications.

- 1.4.11 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

and/or

- Record or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

1.5. One Bid per Bidder

- 1.5.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid (as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

1.5.2 Joint Venture: Allowed

Joint venture consortium of **Maximum Three firms**/ members / companies, as partners shall be allowed for the works.

. The JV shall comply with the following requirements:

- a. During the bidding stage the bidders intending to form Joint ventures shall submit Joint venture agreement in prescribed form as specified in RFP document. In the event the Joint Venture is declared as the selected Bidder and awarded the Project, the parties shall form a Company in name of JV and registered itself under

Indian Companies Act, 1956 or its amended act. All the terms and conditions related to Joint venture shall be as per Tender document.

All the Members of the JV shall be jointly and severally responsible for this Contract. Joint Venture entity will be responsible to execute the contract and work order will be issued in name of Joint Venture entity.

- b. The Member of the JV holding highest stake shall be the Lead Partner. Minimum share of lead member should not be less than 51% and share of other members, individually shall not be less than 20%.
- c. All the members of the Joint Venture firms shall have to collectively satisfy all the eligibility and qualification criteria mentioned above.

Note:

- a. In case, the applicant (either a sole bidder or a JV partner) has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose.
- b. In joint venture consortium the lead partner shall only be an Indian citizen, Indian partnership firm or Indian private/ public limited company.
- c. The lead member shall be
 - i) Class A Contractor registered under unified registration system in Chattisgarh PWD with a valid UIN or Equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State / Central Government/ Public Sector Undertaking.
and
 - ii) Any member of JV shall have a valid electrical contractor's license in Class 'A' contractors registered with Government of Chattisgarh or equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State/Central Government/ Public Sector Undertaking.
- d. The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the completion of the work, if the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper Rs. 100. duly signed by authorized signatory, which shall be notarized.
- e. In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as "Legal Entity" as far as this Bid/ Contract is concerned.
- f. The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners;
- g. Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;

- h. The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period;
- i. All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,
- j. A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non prescription, the JV agreement will be declared as invalid and the bid will be treated as non responsive.
- k. In case the Bidder is a Joint Venture Consortium, each of the members of the Joint Venture will have to meet the Financial Qualification Criteria (i.e., Criteria 1.4.3 and 1.4.4) individually in proportionate of their financial stakes in the JV.

In case the Bidder is a Joint Venture Consortium, the bidder is allowed to meet the qualification criteria related to Similar Nature of work [i.e., Criteria 1.4.5 (A), Criteria 1.4.5 (B) and Criteria 1.4.5 (C)] combinedly through the JV members provided any member either meets all three criteria completely or at least one criteria in totality) .

In case the Bidder is a Joint Venture Consortium, the bidder is allowed to meet the qualification criteria related to Physical criteria/ specific experience [i.e., Criteria 1.4.6a, 1.4.6b, 1.4.6c, 1.4.6d, 1.4.6e, 1.4.6f combinedly through the JV members provided any member either meets all six criteria completely or at least one criteria in totality

Joint Venture Members shall meet Bid Capacity Criteria 1.4.7, in proportion to their Financial stake in Joint Venture

Documents like Registration certificate, Solvency Certificate, Provident Fund Number etc. of lead partner and all JV partners should be submitted

- l. The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On Award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.
- m. An original notarized copy of the agreement as prescribed in Tender document entered into by the joint venture partners shall be submitted with the bid. It should also distinctly show the financial participation of each member of the joint venture and the responsibility of each member as regards planning and execution of the work.
- n. In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.

1.6. Cost of Bidding

- 1.6.1 The bidder shall bear all costs associated with preparation and submission of his bid, and the Employers will in no case be responsible and liable for those costs.

1.7. Site Visit

1.7.1 The Tenderer is encouraged and advised to visit project site and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer’s own expense. The Tenderers shall be deemed to have full knowledge of all the relevant documents, samples, work site conditions and strata, availability of labour material, water and electricity etc. whether they inspect them or not.

1.8. Bidding Documents

Content of Bidding Documents

1.8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 1.10:

S.No.	Volume – I
1	e -Tender Notice
2	Section I – Notice Inviting Tender
3	Section II –Instruction to Bidders
4	Section III - Bidding Formats
	Volume – II
5	Section IV – General Conditions of Contract
6	Section V – Conditions of Particular Application
7	Section VI - Special Conditions of Contract
8	Section VII – Contract Data
9	Section VIII - Forms of Security and Contract Forms
	Volume - III
10	Employer’s requirement and Technical Specifications
	Volume - IV
11	Price Bid & Bill of Quantities
	Volume - V
12	Drawings

1.8.2 Bidding documents

1.8.2.1 Bidding documents shall be downloaded. The documents should be compiled filled and submitted through on-line Tendering process on website <https://eproc.cgstate.gov.in>

1.8.2.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 1.26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

1.9 Clarifications of the Bidding Documents

1.9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form to ceo.rscl@gmail.com and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than one day prior to the deadline for Pre Bid **meeting**.

1.9.2 Pre- bid meeting

1.9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place on date & time as specified in NIT at Conference Hall, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, BudhaTaalab, Raipur 492 001.

1.9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

1.9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer at least one day before the meeting.

1.9.2.4 Minutes of the meeting, including the text of the queries raised (without identifying the source of enquiry) and the responses given will be uploaded on website, <https://eproc.cgstate.gov.in> and <https://www.smartcityraipur.org>. Any modification of the bidding documents listed in Sub-Clause 1.8.1 which may become necessary as a result of pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 1.10 and not through the minutes of the pre-bid meeting.

1.9.2.5 Non-attendance at the pre-bid meeting will not be a cause for Dis-qualification of a bidder.

1.10. Amendment of Bidding Documents

1.10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

1.10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <https://eproc.cgstate.gov.in> and <https://www.smartcityraipur.org>. Prospective bidders shall view the websites & download such documents from time to time.

1.10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 1.20.2 below.

1.11. Language of the Bid

1.11.1 All documents relating to the bid shall be in the English language.

1.12. Documents comprising the Bid

1.12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid – Bidder should upload documents as given below

- i) Bid Security (EMD) and Tender fee.
- ii) Qualification Information Form and Document (Pursuant to clause 1.4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 1.8.1 shall be filled in without exception.

- iii) Bidding documents duly signed & stamped by the authorised representative of the bidder

Note: All the documents are submitted online only. No physical submission is allowed in the tender except physical instrument of EMD.

B) Financial Bid - Bidder should upload documents as given below

Bill of Quantity dully filled and digitally signed by the Bidder.

1.13 Bid Prices

- 1.13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 1.13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities.
- 1.13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 1.13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract. In accordance with the provisions of clause 14.9 of the General conditions of contract.

1.14. Currencies of Bid and payment

- 1.14.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

1.15. Bid Validity

- 1.15.1 Bids shall remain valid for a period not less than **180 days** after the proposal submission date for bid submission specified in clauses 1.20. A bid valid for a shorter period will be considered as non-responsive & shall be rejected by the Employer.
- 1.15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.

1.16. Bid Security (Earnest Money Deposit - EMD)

- a) Earnest money Deposit (EMD) is as per amount mentioned in NIT/BDS.
- b) The EMD shall be paid through **Online Payment only**. In case if bidder is unable to make an online payment, earnest money can be submitted in the form of Demand Draft/FDR or in the form of Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank having its branch at Raipur, Chattisgarh. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the RSCL with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- c) EMD of unsuccessful bidders other than L-1 and L-2 will be refunded

immediately after ranking of price bids. Earnest money of L-2 is refunded immediately after entering in to agreement with L-1 and acceptance of performance Guarantee from L-1.

- d) EMD is refunded without any application from the bidders.
- e) The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- f) The Bid security may be forfeited, if
 - i) The bidder withdraws the bid after bid opening during the period of bid validity.
 - ii) The bidder does not accept the correction of the Bid price, if any.
 - iii) The successful bidder fails within the specified time limit to
 - a) Sign the Agreement or
 - b) Furnish the required Performances security.

In case of forfeiture of earnest money as prescribed above, the bidder shall not be allowed to participate in the Re-tendering process of the work.

1.17 Alternative proposals by bidders

1.17.1 Conditional offer or Alternative offers will not be considered further in the process of Tender evaluation.

1.18 Format and signing of bid

1.18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidder.

1.18.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

1.19 Submission of bids Sealing and marking of bids.

1.19.1 The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal <https://eproc.cgstate.gov.in> comprising of the following documents along with supporting documents as appropriate:

Technical Bid

All the documents mentioned in the Online Checklist provided in the RFP

Financial Bid

Letter comprising the Financial Bid & Bill of Quantities

1.19.2 The bidder shall submit only hard copy of physical instrument of EMD on or before date of physical submission as mentioned in NIT. Bidder shall put document in envelope (A) and properly seal and marked as "Bid Security".

Bidders who choose to WITHDRAW their bids online, need not submit hard copy of the physical instrument (EMD).

The envelope A is covered by an outer envelope and sealed. Outer envelop shall be marked as per Clause 1.19.3.

1.19.3 The envelope shall

(a) be addressed to Nodal Officer/Employer at the following address.

MANAGING DIRECTOR, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Budha Talab, Raipur, 492 001, CHATTISGARH STATE, INDIA, TELEPHONE (O)0771-2227395 email ceo.rscl@gmail.com

(b) bear the following identification:

Improvement of selected roads to Smart roads and 24 x 7 Water supply system under “Smart City Mission- at Raipur (G.G) consisting of Footpath, Utility conduits, Storm water drains, Underground Electrical Cabling, Street light, Street furniture, Traffic signage, Street landscaping works, Junction improvement, refurbishment of existing water supply network in ABD and outer area including all works for Mechanical, Electrical, Scada, House hold connections, Consumer water meter fittings work and other miscellaneous works including operation and maintenance of all works for five (05) years

Bid reference no(Insert number)
 DO NOT OPEN BEFORE SCHEDULED DATE AND TIME
 Name and address of the bidder.

1.19.4 In addition to the identification required in Sub-Clause 1.19.3, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 1.21, or the bid is declared non-responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid.

1.20 Deadline for submission of the Bids

1.20.1 Bids must be submitted online on or before scheduled date and time & hard copy received by the Employer on or before scheduled date and time mentioned in NIT at the address specified above not later than in the event of the specified date for the receipt of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day.

1.20.2 The Employer may extend the deadline for submission of online bids by issuing an amendment in accordance with Clause 1.10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

1.20.3 As Tender document being downloaded from the web site, at the time of submission of (the soft copy of) the Tender document, the Tenderer shall give an undertaking that no change have been made in document. If any discrepancy is noticed at any stage between the RSCL's Tender document and the one submitted by the Tenderer, the conditions mentioned in the RSCL's printed document shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses. Insert

time and date; this should be the same as those given in the invitation for Bids Clause No.1.19.

1.21 Late Bids

1.21.1 Any bid received by the Employer after the deadline prescribed in Clause 1.20 will be considered as non-responsive.

1.22. Modification and Withdrawal of Bids

1.22.1 The Bidder may modify, substitute or withdraw its e-BID after submission before the deadline prescribed in the RFP. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

1.22.2. No bid may be modified after the deadline for uploading of bids.

1.22.3. Withdrawal or modification of a Bid between the deadline for uploading/submission of bids and the expiration of the original period of bid validity in Clause 1.15.1 above or as extended pursuant to Clause 1.15.2 may result in the forfeiture of the Bid security pursuant to Clause 1.16.

1.22.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission.

E. BID OPENING AND EVALUATION

1.23. Online Opening of BIDs.

1.23.1 .The RSCL shall on-line open Technical BIDs on date as mentioned in NIT/BDS, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed in checklist has been received. The RSCL will subsequently examine and evaluate the BIDs in accordance with the provisions of RFP.

1.23.2 Rejection of BIDs

Notwithstanding anything contained in this Tender document, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

- 1.23.3. Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.
- 1.23.4. If all Bidders have uploaded unconditional Bids together with requisite bid security & Tender fee, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then such Bid will be rejected and the Bidder informed accordingly. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 1.26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.
- 1.23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and the minutes shall form part of the contract.

1.24. Process to be confidential.

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

1.25. Clarification of Bids

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids

Subject to above para, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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

1.26. Examination of Technical Bids and Determination of Responsiveness

- 1.26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each Bid
- (a) meets the Qualifying criteria defined in Clause 1.4
 - (b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor.
 - (c) is accompanied by the required Bid security and;
 - (d) is responsive to the requirements of the Bidding documents.
- 1.26.2 A substantially responsive Technical Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation

or reservation. A material deviation or reservation is one

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

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

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

1.27. Examination of Financial Bids and Determination of Responsiveness

1.27.1 Prior to detailed evaluation of Financial Bids, the Employer will determine whether each Bid

(a) has been properly digitally signed by an authorized signatory (accredited representative) holding power of Attorney in his favor.

(b) is responsive to the requirements of the Bidding documents.

1.27.2 A substantially responsive Financial Bid is one which will be complete in all respect as given in Bidding documents, without material deviation or reservation. A material deviation or reservation is one

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

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

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

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

1.28 Correction of Errors in Financial Bids

1.28.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

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

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

1.28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited as per RFP Conditions.

1.29 Evaluation and Comparison of Bids

1.29.1 The Employer will evaluate and compare only the Technical bids determined to be responsive in accordance with Clause 1.26.

1.29.2 In evaluating the Financial Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors pursuant to Clause 1.28;

- (b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with conditions of RFP.

1.29.3. The estimated effect of the price adjustment conditions under conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

1.30 Additional Performance Security for Unbalanced offer –

Additional performance security (APS) shall be deposited by the successful bidder a time of signing of agreement when the bid amount is unbalance i.e., less than the Probable Amount of Contract (PAC) by 10% to 20%, in such an event the successful bidder will deposit Additional Performance Security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of bank guarantee, issued by approved scheduled bank agreement period, in favour of the Executive Engineer before signing the agreement. If bid amount is seriously unbalance i.e., less than the estimated cost by more than 20% in such an event successful bidder will deposit the Additional Performance Security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of FDR, issued by approved scheduled bank, in favour of the Executive Engineer before signing the agreement. The Bank Guarantee/F.D.R shall be released/returned along with the normal Performance security after completion of work. If the contractor fails to complete the work or left the work incomplete, this APS shall be forfeited by the department & the agreement shall be terminated and action shall be taken in accordance with the conditions of the agreement. In case the tenderer/contractor refused to deposit APS then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.

If the tenderer, whose tender has been accepted and after signing the agreement,

(i) does not start regular actual physical items of work within 25% (twenty five percent) of the time allowed for completion, or abnormally slowdown the work or (ii) abandons the work or (iii) merely goes on applying for extension of time; the Executive Engineer shall serve "show cause" notice with details to the contractor in this regard and if the contractor do not reply, or if his reply is considered not satisfactory (at the sole discretion of the Executive Engineer), his earnest money and performance security money or the bank guarantee in this regard shall be forfeited in favour of the Government. If the contractor has committed a similar default on earlier occasion(s) in previous three consecutive years the contractor shall be debarred from participating in any future tender of any Government Authority in the state of Chattisgarh for a period of 2(Two) years from the date of such order, by the authority which had registered him/her.

Such orders and action shall be final binding and conclusive.

1.31 Award Criteria

1.31.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 1.3, and (b) qualified in accordance with the provisions of Clause 1.4. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

1.32 Employer's Right to accept any Bid and to reject any or all.

Notwithstanding clause 1.31, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Employer 's action.

1.33 Notification of Award and Signing of Agreement

- 1.33.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "contract Price").
- 1.33.2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 1.34.
- 1.33.3. The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 1.33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security (EMD).

1.34. Performance Security

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from running bills.

1.34.1 Performance security should be 10% of Contract price of which

05% of contract price should be submitted in the form of Bank Guarantee obtained from nationalized Bank/Schedule Bank (Except Co-operative banks) or Demand Draft within 14 days of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money will commence from the first bill onwards @ 7% of bill value from each bill limiting to 5% contract value.

Refund of Performance security (5% of contract Value)

Performance security will be refunded not later than 60 days from completion of defect liability period or extended period if any

Refund of Retention money (5% of contract Value)

Retention money will be refunded at two stages

Stage 1: 50% of retention money will be paid within 60days from the date of payment of Final bill for construction.

Stage 2: Remaining 50% will be released progressively @ 10% per year during Defect Liability Period.

Or

In additional to performance guarantee, if the contractor submits the Fixed Deposit Receipt of 5% of Contract value against retention money, retention money will not be deducted from the running bills. Such Performance guarantee will be returned to the contractor after payment of Final bill, provided that the Contractor submits another Fixed Deposit Receipt of 2.5 % of Contract value valid upto end of Defects Liability period

1.34.2. Failure of the successful Bidder to comply with the requirements of Sub-Clause 1.34.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

1.35. Corrupt or Fraudulent Practices

1.35.1 The Employer requires that Bidders under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

1.35.2 Furthermore, Bidders shall be aware of the provision stated in the general conditions of Contract.

1.36 Conflict of Interest

1.36.1 It will be considered a conflict of interest in 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 etc. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to be in a conflict of interest with one or more parties in this Tendering process if, including but not limited to:

- (a) have controlling shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this Tender; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Employer regarding this Tendering process; or

- (e) a Tenderer 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 Tender.
- 1.36.2 A firm that is under a declaration of ineligibility (blacklisting) by the Employer / Govt. of CG and its undertaking, on the date of the deadline for Tender submission or thereafter, shall be disqualified.
- 1.36.3 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.
- 1.36.3 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

1.37 Procedure for Submission of Bids

The submission of bid shall be in e-Tendering mode i.e. bids shall be submitted online. If allowable EMD is in the form of Bank Guarantee, EMD shall be submitted separately whereas its scan copy should be uploaded in the bid.

Bidder should study and assess the Guidelines for bidders on using integrated e-Procurement System Govt. of Chhattisgarh available at <https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the Tender document(s), wherever relevant and applicable.

1.37.1 Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in Tenders restricted to vendors / bidders in a particular class).

The non-registered users / bidders who are also eligible to participate in the Tenders floated using the e-Procurement system are also required to be registered online on the e- Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur 492001 on Toll free 18004199140 or email helpdesk.eproc@cgswan.gov.in.

1.37.2 Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class II / Class III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: Bid under preparation / creation for a particular Tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the Tender.

In case, during the process of a particular bid preparation / responding for a Tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / partners and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online Tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

- 1.37.3. **Payment of Tender fee and EMD:** The Tender fees and EMD has to be paid through online payment gateway as defined in this Tender and upload the scan copy of the same in procurement site during bid submission. Bidders can also submit EMD in form of DD/FDR/BG as defined in this RFP upload the scan copy of the same in procurement site during bid submission and Submit Original Copy as a Part of Physical Submission on or before Due date of Physical Submission of EMD

The Receipt copy of the Tender fee and EMD has to be submitted to RSCL before last date/time of bid submission mentioned in NIT, please refer the link on the eProcurement portal <https://eproc.cgstate.gov.in>

- 1.37.4 **Set:** In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum 1 MBPS.

1.37.5 Publishing of N.I.T.: For the Tenders processed using the e-Procurement system, only a brief advertisement notice related to the Tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, Tender document and the activity time schedule for all the Tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

The bidders are strictly advised to follow the Tender time line for their side for tasks / activities and responsibilities to participate in the Tender, as all the activities / tasks of each Tender are locked before the start time & date and after the end time & date for the relevant activity of the Tender as set by the concerned department official.

1.37.6 Download Tender Document(s): The Tender document and supporting document(s) if any can be downloaded only online. The Tender document(s) will be available for download to concerned bidders after online publishing of the Tender and up to the stipulated date & time as set in the Tender.

1.37.7 Submit Online Bids: Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the Tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

1.37.8 Opening of Proposals: The concerned department official receiving the proposals or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial bids of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent documents submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

1.37.9 Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple Tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

a. The Service Integrator of e-Procurement system, M/s.Mjunction Service Ltd. on Help, Desk Toll free No. 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in.

b. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

1.37.10 Key Dates: The bidders are strictly advised to follow the Tender schedule (Important Dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

General

a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this Tender may wish to consult their own legal advisers in relation to this TENDER.

b. All information supplied by Bidders as part of their bids in response to this Tender, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this Tender.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.

1.37.11 Submission of Bids

Submission of the Tender is online and must be through e-Procurement site. <https://eproc.cgstate.gov.in> website of CG. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tender. The Earnest Money Deposit & Tender document should be submitted to the Tender Inviting Authority on or before date as mentioned in NIT/BDS

Technical Bid - Submit the technical proposal as per mentioned in Section "Technical Bid Format" up to and on proposal due date as mentioned in NIT/BDS Hard bound original copy of EMD only in the form of BG/DD/FDR shall be submitted on or before the due date of physical submission mentioned in NIT

Financial Bid - Submit the financial proposal as per the format mentioned "Financial Bid Format" online only on or before bid due date.

SECTION III – BIDDING FORMATS

The bidders qualifying the Criteria will have to submit required details in prescribed forms appended with Tender documents as per statement given below:

STATEMENT OF BIDDING FORMATS

Sr.No.	Description	Statement
1	Letter of Technical Bid	APPENDIX IA
2	Letter comprising the Financial BID	APPENDIX IB
3	Details of structure and organization	ANNEX- I
4	Statement showing the similar works completed n the last Seven years. i.e. for a period starting from 01/04/2011 and ending one month prior to Bid Submission Date	ANNEX- II
5	Statement showing the similar works on hand / in progress. On Date	ANNEX- III
6	Details of Financial Information	ANNEX- IV
7	Solvency Certificate from a Nationalized/Scheduled Bank (except co- operative banks)	ANNEX- IV
8	Projects Under Execution or Awarded/LOI Issued.	ANNEX- V
9	List of Key Technical Staff Employed by the firm on Date	ANNEX- VI
10	Format of Undertaking for compliance of ESIC provisions	ANNEX- VII
11	Undertaking for Cashless Transactions	ANNEX- VIII
12	PERFORMANCE REPORT OF WORKS	ANNEX- IX
13	Details of technical & administrative personal to be employed for the Work	ANNEX- X
14	Details of Experience for Physical Qualification Criteria	ANNEX- XI
15	Details of construction Plants, equipment etc. likely to be used in carrying out this work.	ANNEX- XII
16	Site visit certificate	ANNEX- XIII
17	Affidavit	ANNEX- XIV
18	Litigation Details	ANNEX- XV

19	Pre-Contract Integrity PACT	Annexure-G
20	Joint Venture Agreement (In case of Joint Venture)	Annexure - XVI
21	Power of Attorney	Annexure -XVII

Note – Submission of All above formats is mandatory.

APPENDIX IA
LETTER OF TECHNICAL BID

(To be executed on bidder's letter head)

To
Managing Director,
Raipur Smart City Limited,
Ground Floor, Outdoor Stadium,
BudhaTaalab, Raipur 492 001.

Subject– “Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under “Smart City Mission- at Raipur (C.G.)” Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works For Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation And Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works For Five (05) Years.”

Dear Sir,

With reference to your Tender document dated *** **1, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Contractor for the construction of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
3. I/ We shall make available to the Employer any additional information it may find necessary or require supplementing or authenticate the BID.
4. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last five years, I/we/ any of the partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.
6. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer; and
 - b) I/We do not have any conflict of interest in accordance with Clauses 1.36, Section II, Instruction to bidders of the Tender document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 1.35 Section II, Instruction to bidders of the Tender document, in respect of any Tender or request for proposal issued by or any Agreement entered into with the Employer or any other public-sector enterprise or any government, Central or State; and
- (a) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of 1.35 of Section II, ITB of Tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (b) the undertakings given by us along with the Application in response to the Tender for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 1.32 of Section II, ITB of Tender document.
 8. I/We believe that I/we satisfy(s) the Required Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the Tender document.
 9. I/ We declare that we/ any of our Partner, are not a Member of any other submitting a BID for the Project.
 10. I/ We certify that in regard to matters other than security and integrity of the country, I/ we are partner of the any of us have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, I/we or any of our partners have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory Authority is pending either against me/us or against our CEO or any of our directors/ managers/ employees.
 13. I/ We undertake that in case due to any change in facts or circumstances during the

- Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.
14. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Employer being liable to us in any manner whatsoever.
 15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
 16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 17. I/ We have studied all the Bidding Documents carefully and also surveyed the [project roads and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
 18. I/ We offer a BID Security of Rs. ----- crore (Rupees ----- only) to the Employer in accordance with the Tender Document.
 19. The Bank Guarantee for BID Security is provided in section VI.
 20. The documents accompanying the Technical BID, as specified in the Tender document, have been submitted in separate files.
 21. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
 22. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
 23. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
 24. I/We, the partners agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement.

25. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the Tender Document.
26. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the Tender.

In witness thereof, I/we submit this BID under and in accordance with the terms of the Tender document.

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)
Name & seal of Bidder/Lead
Member
Place:

APPENDIX -IB**Letter comprising the Financial BID**

Dated:

To
Managing Director,
Raipur Smart City Limited,
Ground Floor, Outdoor Stadium,
BudhaTaalab, Raipur 492 001.

Subject – Bid for “Improvement of selected roads to Smart roads and 24 x 7 Water supply system under “Smart City Mission- at Raipur (c.g) consisting of Footpath, Utility conduits, Storm water drains, Under Ground Electrical cabling, Street light, Street furniture, Traffic signage, Street landscaping works, Junction improvement, refurbishment of existing water supply network in ABD and outer area including all works for Mechanical, Electrical, Scada, House hold connections, Consumer water meter fittings work and other miscellaneous works on preparation of working drawings, procurement and construction basis including operation and maintenance of all works for five (05) years ”

“

Dear Sir,

With reference to your Tender document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

- 1 I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the Tender.
6. **I/ We hereby submit our BID and offer a Price BID ONLINE for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

Name & seal of Bidder/Lead Member:

DSC ID of Authorised Signatory:

ANNEX- I**DETAILS OF STRUCTURE & ORGANISATION****(In case of Joint Venture to be filled by all JV members)**

1.	Name & address of the applicant	
2	Telephone No./Telex No./Fax no.	
3	Legal status of the applicant(attach copies of original document defining the legal status(s). (a) an individual. (b) A proprietary firm (c) A firm in partnership (d) A limited company or corporation.	
4	Particulars of Registration with various Government bodies (attach attested photocopy). (a) Registration number. (b) Organization/Place of Registration 1. 2. 3.	
5	Name and titles of Directors & officers with designation to be concerned with this work.	
6	Designation of individuals authorized to act for The organization.	
7	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so give the name of the project and reason of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm ever abandoned the awarded work before its completion? If so, give name of the project and reason for abandonment.	
9	Has the applicant or any partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so give details.	
10	Has the applicant or any constituent partner in case of partnership firm ever been convicted by court of law? If so, give details	
11	In which field of Civil engineering construction you claim specialization and interest.	
12	Any other information considered necessary but not included above.	

Sign of the applicant

Raipur Smart City Limited

ANNEX- IIA

Statement showing the similar works completed in the last seven years.
 i.e. for a period starting from 01/04/2011 and ending one month prior to Bid Submission Date

Sr. No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to Tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Remarks
						Target Date	Completion Date		Original	Extended			
						Y M	Y M		Y M	Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

**Note: -(1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.
 (2) It is mandatory to furnish details in this format only.**

Signature of contractor

ANNEX- III

(In case of Joint Venture to be filled by all JV members)

FINANCIAL INFORMATION

Financial analysis, Details to be furnished duly supported by figures in balance sheet / profit and loss account for the last five years duly certified by the Chartered accountant, as submitted by the applicant to the income Tax Department copies to be attached.

General Construction Experience Record

All individual firms are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied shall be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed. A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, employer and other relevant details.

Sr.No.	Description of Item	2015-16	2016-17	2017-18
i	Gross annual turnover on construction worth			
ii	Annual Net Worth			
iii	Profit / Loss			
iv	Financial arrangements for carrying out the proposed work			
v	Solvency certificate from bankers of applicant Form 'IV'			

- Note :
1. Figures to be taken from audited balance sheets.
 2. Copies of the balance sheet to be attached
 3. The bidder shall have to provide that for a period of at least 4 months the bidder has ability to sustain negative cash balance and how he proposes to meet with the same.
 4. Cash Plan / Cash flow Statement.

Signature of the Bidder
Name & Designation of the bidder
Name of company
Rubber stamp of company
Date

Sign. Of Chartered Accountant with seal.

ANNEX- IV

FORM OF SOLVANCY CERTIFICATE FROM A NATIONALIZED/SCHEDULED BANK (Except Co-operative Banks) (not older than six months prior to date of submission)

(Solvency certificate from a schedule bank)

This is to certify **to** the best of our knowledge and information that Ms/Sh. _____ having marginally noted address, a customer of our bank are/is respectable and can be treated financially capable of any engagements up to a limit of INR _____ (INR _____)

Though this certificate is issued without any guarantee or responsibility on the bank or any of its officers, it is based on careful opinion formed taking care of financial conduct of their transactions through the bank.

(Signature) For the Bank

NOTE:

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering Employer.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
3. To be given by all members in case of Joint Venture (Refer clause of Joint Venture 1.5.2 (k))

ANNEX- V

PROJECTS UNDER EXECUTION OR AWARDED/LOI ISSUED.

S. No	Name of work/Project And location	Owner or sponsoring organization	Cost of work in Crores.	Date of Commencement. As per contract	Stipulated date of completion	Upto date amount of the work executed (INR)	Slow progress if any & reason thereof	Name & address/ telephone of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that above list of works are under execution or awarded/LOI issued and the information given is correct to my/our knowledge and belief

Signature of Applicant(s)

ANNEX- VI**Raipur Smart City Limited**List of Main **Technical Staff** Employed by the firm as on Date

(In case of Joint Venture to be filled by all JV members)

Sr.No.	Name	Designation	Educational Qualification	Total Experience in the field	Duration of Service in the firm
1					
2					
3					
4					
5					
6					
7					

Place :

Signature of the Contractor

Date :

with full address

Appendix-VII

Format of Undertaking for compliance of ESIC provisions

EITHER [Where the entity complied all ESIC provisions]

I/We Mr./Missof <Entity name><Address> hereby certify that I/We am/are the authorised representative of the entity and acting as <Designation>. Registration number of the entity is

I/We hereby certify that the (name of the bidder) has fully and correctly complied with all the provisions of The Employee’s State Insurance Act 1948 till the date of submission of this bid. We also undertake to continue compliance all such provisions of law in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the bidder) will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the bidder) will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish proof of such compliances as and when required by the authority.

Dated this _____ day of _____ 2018

[Signature]

[Company stamp]

[Name] in the capacity of _____, duly authorized to sign bids for and on behalf of _____.

*Undertaking in this case [i.e. Where ESIC provisions has been complied with] shall be given on plain paper

OR [Where ESIC provisions are not applicable to the entity] *

I/We Mr./Missof <Entity name><Address> hereby certify that I/We am/are the authorised representative of the entity and acting as <Designation>. Registration number of the entity is

I/We hereby certify that the ESIC provisions are not applicable for the (name of the bidder). I/We undertake to comply fully and correctly all the provisions of The Employee’s State Insurance Act 1948 when these become applicable in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the bidder will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the bidder will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish reason of such non-compliances, in writing, as and when required by the authority.

Dated this _____ day of _____ 2018

[Signature]

[Company stamp]

[Name] in the capacity of _____, duly authorized to sign bids for and on behalf of _____.

**Undertaking in this case [i.e. Where ESIC provisions are not applicable to the entity] must be given on a RS.100 Non-Judicial Stamp Paper

Appendix-VIII

Undertaking for Cashless Transactions

Affidavit

(On Rs 100 Non-judicial stamp paper, duly notarized)

Myself Mr./Ms _____ the Authorized signatory of M/s
_____ who have won the bid for the work Name :-----

-----hereby declare
that we shall make Cashless payments to our Employees & we will not hold Raipur
Smart City Limited (RSCL) responsible for any non-payment to our employees.

Further we indemnify RSCL in all aspects against any issue arising out of payment to
our employees.

Authorized Signatory

Sign & Seal

Note: This affidavit is required as per Point-6 of the Minutes of meeting (held on
29/11/16) issued by Ministry of Housing and Environment, Government of
Chhattisgarh

ANNEX- IX

PERFORMANCE REPORT OF WORKS (Deleted)

ANNEX- X

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S r. N o	Designation	Total number	Number available for this work	Name	Qualificati on	Professional experience of details of work carried out.	How these would be involved in this work.	Remarks
1	2	3	4	5	6	7	8	9

Sign of the applicant

**Note : - (1) Attested Copies of Educational & experienced Certificates attached.
(2) It is mandatory to furnish details in this format only.**

- Enclosure : -
- 1) Photograph
 - 2) Educational Qualification Certificates
 - 3) Experience Certificates

ANNEX- XI**DETAILS OF EXPERIENCE FOR PHYSICAL QUALIFICATION CRITERIA**

Sr.No	Name of work	Cost of work in Rs. Lakhs	Work completed/ in progress	Particulars of item	Unit	Qty in tender	Executed Quantity
				Bituminous Carpeting of Road			
				M20 grade and above Grade of concrete work in the form of Foundation /slab and / or wall			
				Underground High Tension and Low Tension cabling work			
				Street Lighting work			
				own Lighting Management Software (LMS) which is operative for last One (01) year or should have tied up with a partner who provide LMS Services and is operative for last One (01) year.			
				Electrical Compact substation and Ring main Unit			
				Water Supply Pipe line – DI /MS/CI/HDPE			

Sign of the applicant

Note : - (1) Attested Copies of experienced Certificates issued by Officer not below the rank of Executive Engineer shall be attached It is mandatory to furnish details in this format only.

Enclosure: 1) Experience Certificates

ANNEX- XII**DETAIL OF CONSTRUCTION, PLANT & EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK**

Sr. No	Name of equipment	Make	Nos
1	2	3	4
1	J.C.B. & / or Excavator		
2	Fully automatic Concrete batching plant / 3 Bag mixer attached with arrangement of electronic weighing & print output, capacity 15 Cum / per hour.		
3	a) Concrete transit mixer b) Other Equipment for Transportation of concrete mix.		
4	Shuttering (Steel formwork)		
5	Vibrator (Needle) + Surface vibrator (Operating with electricity) +Diesel vibrator		
6	Water Tanker		
17	Trucks / Dumpers		
8	Rock Breaker with Excavators		
9	Crane		
10	Pump & Motor		
11	Diesel Generator		
12	Bitumen Sprayer*		
13	Hot mix / Batch mix plant of 60 MT capacity per hour.*		
14	Asphalt paver finishers fitted with sensor.*		
15	Tandem rollers		
16	Milling Machine		
17	Vibratory rollers		
18	Other		

- Note :** -
- i) Ownership proof shall have to attach
 - ii) * - Hired equipment may be considered

Place: Signature of the Contractor withfull address

Date:

ANNEX- XIII
SITE VISIT CERTIFICATE

I/we _____, authorized representative
of

M/s _____ have visited the site of the
proposed;

“Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under “Smart City Mission- at Raipur (C.G.)” Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works For Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation And Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works For Five (05) Years.”

We have inspected and evaluated all the Shashtri market Area as mentioned in Tender document with reference to its location, topography, soil conditions, shifting of services, and all other works as mentioned in tender document.

We have understood the Scope of Work and shall carry the work as per Tender terms and Conditions. We have submitted this offer after satisfying ourselves about the local conditions, local costs, etc.

Sign of the applicant

ANNEX- XIV

(To be executed on Non-judicial stamp paper of **Rs 100** duly signed by authorized notary)

AFFIDAVIT

I.....S/o.....
aged.....years.....resident.....of.....
.....(address.....)
(For and on behalf of.....), do here by and
herewith solemnly affirm / state on oath that : -

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief .
2. I have not suppressed or omitted any information as is required.
3. I am/we are/ none of our partner of director is neither black listed nor debarred by Govt. of India/Other State Govt. Departments/Chhattisgarh State Govt.Departments / Semi Govt. Departments. (C.G. & Other Govt.)
4. I do here by and herewith solemnly affirm/state on oath that all information furnished in annexures is correct. Plants & machineries shown in said annexure of Pre qualification are hire/leased/owned by me/our firm/our company. Plants & machineries which are shown in the said annexure of P.Q. document will be deployed on the work before 15 days of start of the activity (requiring the use of plant/machinery) as mentioned in work programme given by me/our firm/our company.
5. I do here by and herewith solemnly affirm/state on oath that all information furnished in annexure 6 is correct. Technical persons shown in said annexure are employed with me/our firm/our company. Technical persons which are not shown in the said annexure, but required as per annexure X will be arranged by me before signing the agreement, when work is allotted to me/our firm/our company.
6. I hereby authorize the Smart City Officials to get all the documents verified from appropriate source(s).

Deponent
(.....)
Authorized signatory /
for and on behalf of
.....
(affix seal)

Verification

I.....S/o..... do here by affirm that the contents stated in Para 1 to 6 above are true to the best of my knowledge and believe and are based on my / our record.

Verified that this..... date of20...at (Place).....
Seal of attestation by a Public Deponent
Notary with date (.....)

Authorized signature /
for and on behalf of.....
(affix seal)

ANNEX- XV

Information on current claims, arbitration, litigation in which the Bidder is involved.

Sl. No.	Name of Other party(s)	Agt. No. date year and Deptt.	Brief of cause of claims, arbitration /dispute (give reference of contract details)	Where Litigation pending (in the department/Court/arb itration) (mention Deptt./Court /Arbitration)	Amount involved/ claimed

Can use separate sheets for each agreement if necessary.

Annexure-G
Pre-Contract Integrity PACT

<< Fill the attached document and submit on Rs 100 Non Judicial stamp/e-stamp paper with seal and authorized signatory sign>>

1. GENERAL

- 1.1 This pre-bid contract Agreement (herein after called the Integrity Pact is made on day of the month20....., between, the Raipur Smart City Limited acting through Managing Director (Designation of the officer, Department) Raipur Smart City Limited (herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s represented by Shri/ Ms (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second Party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

3.1 The BUYER commits itself to the following:-The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *Prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

- Government for showing of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) To be paid online or in the form of Online payment or Demand Draft/FDR/Bank Guarantee (in favor of, Managing Director, Raipur Smart City Limited) of any nationalized / scheduled banks except Cooperative Banks.
 - (ii) A confirmed guarantee by an Indian nationalized /schedule bank promising payment of the guaranteed sum to the (BUYER) on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 6.2 The Earnest Money/Security Deposit shall be valid upto a period as per RFP.
- 6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is

- signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the Performance bank, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclose by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and

wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 7.2 The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this pact.

8. FALL CLAUSE

8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

- 13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at
..... on

BUYER

BIDDER

Name of the Officer

Designation

Organisation

Witness

1)

2)

Witness

1)

2)

Annexure - XVI: JOINT VENTURE AGREEMENT

(To be notarized on stamp paper of appropriate value)

(1) The Joint Venture agreement made and entered into at _____(place) on _____ day of _____(YEAR) by and between.

- a. Firm A (Name with address of the registered office)
- b. Firm B (Name with address of the registered office)
- c. Firm C (Name with address of the registered office)

(2) **Definitions:** In this deed the following words and expressions shall have the meaning set out below.

- a. "The Employer" shall mean Raipur Smart City Limited (RSCL)
- b. "The _____ Works" shall _____ mean _____(Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.
- c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.
- d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

(3) **Joint Venture (J.V):**

The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.

(4) **Witnesses :** Where as Employer has invited tenders from intending bidders and has permitted a group of firms (not exceeding Three) forming a Joint Venture to eligible to be a bidder. And whereas _____ party of the first part and _____ party of the Second part and _____ party of third part(if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing _____and whereas Parties of the first and Second part /third part(if applicable) reached understanding to submit pre-qualified/ tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

- a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;
- b) That the operation of this Joint Venture firm concerns and is confined to the work of _____ of Raipur Smart City Limited (RSCL)
- c) *The name of the Joint Venture firm for convenience and continuity shall be :*

- d) *The Address of Joint Venture for communication shall be as under.:*

- e) *The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.*
- f) *That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.*
 - (1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and purpose.
 - (2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,
 - (i) All the (Maximum Three) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of, Firm –A.....% Firm - B.....% Firm - C.....%
 - (ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two/three partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.
- (b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual's party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.
- (c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.
- (d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non-performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.
- (e) None of parties have joined in any other Joint Venture for the said works.

(6) Responsibilities and liabilities of Joint Venture towards the employer:

- (1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.
- (2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;
- (3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

(7) Site management:

- (a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____(J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.
- (b) The _____(Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

- (a) The employer awards the contract for the work to the other Bidder.
- (b) The employer cancels the work to award the contract.
- (c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.
- (9)** No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as Raipur Smart City Limited (RSCL)
- (10) Financial matter:**
 - (a) Bank Account in the name of the Joint Venture will be opened with nationalized Bank having branch at RAIPUR to be operated by an individual signatory as decided mutually by the Joint Venture partners.
 - (b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively Shall be prepared and the same shall subject to audit by a Chartered Accountant.
 - (c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.
 - (d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.
- (11) Negotiation :** Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.
- (12) Legal jurisdiction:** All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at Chattisgarh .
- (13) Insurance:**
 - (a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.
 - (b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

- (15) No change shall be made in this agreement without prior written consent of the employer and other party. However, if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.

- (16) **Default and withdrawals from the Joint Venture:** In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and/or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.

- (17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party. In witness whereof, the parties have caused their duly authorized representatives to sign below.

Witness:

- 1 Signed for and on behalf of firm-A
- 2 Date Seal

Witness:

- 1 Signed for and on behalf of firm-B
- 2. Date Seal

Witness:

- 1. Signed for and on behalf of firm-C
- 2 Date Seal

Witness:

SCHEDULE XVII: POWER OF ATTORNEY
(To be executed on Stamp Paper of relevant value)

Know all men by these presents, we, (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under “Smart City Mission- at Raipur (C.G.)” Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works, Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works For Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation And Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works For Five (05) Years.– Chhattisgarh." including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to RSCL, representing us in all matters before RSCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with RSCL in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with RSCL.

AND GENERALLY, to act as our Attorney or agent in relation to the Proposal for the work of “Improvement of Selected Roads to Smart Roads and 24 X 7 Water Supply System Under “Smart City Mission- at Raipur (C.G.)” Consisting of Footpath, Utility Conduits, Storm Water Drains and Rain Water Harvesting, Underground Electric Cabling, Street Light, Street Furniture, Traffic Signage, Street Landscaping Works,

Junction Improvement, Refurbishment of Existing Water Supply Network Including All Works For Mechanical, Electrical, SCADA, House Hold Connections, Consumer Water Meter Fittings Work and other Miscellaneous Works on Preparation And Approval of Working Drawings, Procurement and Construction Basis Including Defect Liability Period and Operation & Maintenance of All Works For Five (05) Years.” and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2018

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

To be executed by the sole Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other 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 Bidder.