



Raipur Smart City Limited (RSCL), Raipur

Tender Document
for

**SUPPLY, DELIVERY, INSTALLATION AND O&M OF
MODERN SEMI UNDERGROUND WASTE COLLECTION
BINS & TIPPER TRUCK WITH CRANE WITH BIN
HANDLING MECHANISM
FOR
MUNICIPAL SOLID WASTE COLLECTION
AT DESIGNATED LOCATIONS AT RAIPUR**



Issued By

Raipur Smart City Limited
Opposite to Buddha Talab, Budhapara, Raipur -492001

Head office
Head Office Building, Municipal Corporation,
Near Mahila Police Station, Gandhi Chowk, Kalibadi,
Raipur (C.G.) 492001

DISCLAIMER

This Request for Proposal (RFP) contains brief information about the Project, Qualification, Requirements and the Selection process for the successful applicant. The purpose of this RFP document is to provide applicants with information to assist the formulation of their Tender application (the 'application').

The information ('Information') contained in this RFP documents or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of Raipur Smart City Limited (RSCL) is provided to Applicant(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each applicant may require. This RFP documents may not be appropriate for all persons, and it is not possible for RSCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. RSCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy: reliability or completeness of the RFP documents and information provided hereunder is only to the best of the knowledge of RSCL.

Intimation of discrepancies in the RFP, if any, should be given to the office of the RSCL immediately by the applicants. If RSCL receives no written communication, it shall be deemed that the applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by RSCL to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. RSCL reserves the right to accept or reject any or all applications without giving any reasons thereof and will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Table of Contents

DISCLAIMER.....	1
TABLE OF CONTENTS	2
PART A. INTRODUCTION	3
A) NOTICE INVITING TENDER (NIT).....	4
B) PROJECT BACKGROUND.....	9
C) PROJECT OBJECTIVE.....	10
D) PROJECT SCOPE.....	11
PART B. INSTRUCTIONS TO TENDERERS.....	16
SECTION I. INSTRUCTIONS TO TENDERERS.....	17
A) GENERAL.....	17
B) CONTENTS OF TENDER DOCUMENT	20
C) PREPARATION OF TENDER	22
D) SUBMISSION AND OPENING OF TENDER.....	25
E) EVALUATION AND COMPARISON OF TENDER.....	26
F) AWARD OF CONTRACT AGREEMENT.....	29
SECTION II. TENDER DATA SHEET (TDS).....	32
A) INTRODUCTION	32
B) PREPARATION OF TENDERS	32
C) TENDER PRESENTATION.....	32
D) SCHEDULE OF TENDERING PROCESS.....	33
E) EVALUATION OF TENDERS AND AWARDED OF CONTRACT	33
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....	34
SECTION IV. TECHNICAL SPECIFICATION & GUIDELINES SHEET:	39
SECTION V. MAINTENANCE & SUPPORT	47
SECTION VI. SERVICE LEVEL AGREEMENTS	47
PART C. TENDER FORMS	51
1. LETTER OF TENDER.....	52
2. FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER.....	54
3. FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND	55
4. FORMAT FOR MANUFACTURING CAPABILITY AND WARRANTY OF BINS	57
5. PARTICULARS OF TENDERER/CONSORTIUM PARTNER	59
6. FORMAT FOR FINANCIAL CAPABILITY	60
7. SIMILAR WORKS SUCCESSFULLY COMPLETED BY THE TENDERER	62
8. FORMAT FOR TECHNICAL EXPERIENCE.....	63
9. ELIGIBILITY BID SOLVENCY CERTIFICATE FROM A SCHEDULED BANK	64
ANNEXURE A: LETTER OF FINANCIAL TENDER	65
ANNEXURE B: FINANCIAL PROPOSAL	66
ANNEXURE C: CONDITIONS GOVERNING THE LETTER OF AWARD	68
PART D. DRAFT CONTRACT AGREEMENT AND FORM	70
A. LETTER OF AWARD	71
B. LETTER OF ACCEPTANCE	72
C. CONTRACT FORM: CONTRACT AGREEMENT	73
SCHEDULE A. LETTER OF ACCEPTANCE	74
SCHEDULE B. KEY TECHNICAL AND FINANCIAL SCHEDULES	75
SCHEDULE C. CONDITIONS OF CONTRACT	76

PART A. INTRODUCTION

A) NOTICE INVITING TENDER (NIT)



Raipur Smart City Limited (RSCL)
Head Office Building, Municipal Corporation
Near Mahila Police Station, Gandhi Chowk,
Kalibadi, Raipur-492001, Chhattisgarh.



**Request for Proposal (RFP) notice for
“SUPPLY, DELIVERY, INSTALLATION AND O&M OF MODERN SEMI
UNDERGROUND WASTE COLLECTION BINS & TIPPER TRUCK WITH CRANE WITH
BIN HANDLING MECHANISM FOR MUNICIPAL SOLID WASTE COLLECTION AT
DESIGNATED LOCATIONS AT RAIPUR”**

[NIT No.:153/RFP/RSCL, Date: 13.04.2017]

Proposal for Supply, Delivery, Installation and O&M of Modern Semi Underground Waste Collection Bins & Tipper Truck With Crane With Bin Handling Mechanism is invited from bidders meeting the pre-qualification criteria as stated in the RFP document.

- | | |
|---|--|
| 1. Bid Fee (Non-refundable) | <ul style="list-style-type: none">Rs. 10,000 (Rupees Ten Thousand only) in the form of Demand Draft, in favor of The Managing Director, Raipur Smart City Limited, of any nationalized / scheduled banks. |
| 2. EMD | <ul style="list-style-type: none">EMD of Rs. 10,00,000 (Rupees 10 lakhs Only) in the form of Demand Draft or Bank guarantee of any nationalized / scheduled banks |
| 3. Last date to submit the Pre Bid Queries | <ul style="list-style-type: none">Bidders shall have to post queries by email to ceo.rscl@gmail.com on or before 22th April 2017 |
| 4. Pre-bid Conference (Date, Time & Place) | <ul style="list-style-type: none">Pre-Bid conference will be held on 24th April 2017 at 12:00 noon, Venue for Pre-Bid conference:
Conference Room, Raipur Smart City Limited, Opposite to Buddha Talab, Budhapara, Raipur -492001, Chhattisgarh. |
| 5. Last date of online Bid Submission | <ul style="list-style-type: none">8th May 2017 up to 15:00 hrs. |
| 6. Mode of Bid Submission & Bid fee /EMD | <ul style="list-style-type: none">Through e-procurement site (www.eproc.cgstate.gov.in) of CG state. Please refer the e-Proc guidelines for bidders.EMD through Demand Draft/FDR |
| 7. RFP Document Availability | <ul style="list-style-type: none">www.smartcityraipur.org, www.eproc.cgstate.gov.in |

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

Managing Director
Raipur Smart City Limited

Interested reputed Registered Firm eligible for the work may purchase Tender document from the above mentioned web site.

Date of issue of Tender Document	13/04/2017
Last date for Pre Bid Queries	22/04/2017
Pre-bid Conference	24/04/2017
Tender Due Date	08/05/2017
Physical Submission of EMD & other Qualification documents Date	09/05/2017 upto 17:30 hrs.
Opening of Technical bid of Tender	09/05/2017 from 17:31 hrs.
Opening of Financial Tenders	To be intimated later.

Original copy of earnest Money deposit (EMD) in the form of FDR/Bank guarantee in favor of The Managing Director, Raipur Smart City Limited with copy of Technical proposal should be submitted through registered/speed post up to 17:30 hrs. on date 09/05/2017 at Raipur Smart City Limited. Further updates if any shall be available at the website: - ww.smartcityraipur.org from time to time.

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.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributorsetc.) 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. MjunctionServices Limited, Raipur 492 001 on Toll free 1800 258 2502 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 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 / 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 / EMD 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 on the eProcurement portal <https://eproc.cgstate.gov.in>.

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 Mozilafirefox 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>.

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 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.

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. (Please refer section - "Venue & Deadline for Submission of Proposals" for more details).

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 complete 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 as in usual physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender/ Tender document. Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the reference details online.

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 258 2502 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.

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

Other Conditions:-

1. A complete set of Tender documents can be obtained by online only on all working days from the address of communication mentioned below.

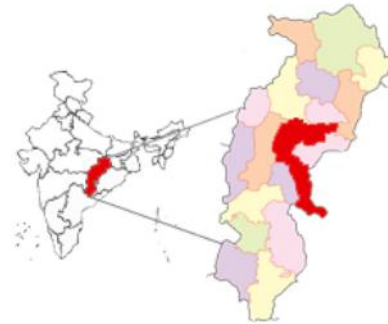
2. The e-tender document shall be uploaded online in 2 (two) envelopes.
 - I. Envelope -1 shall contain scanned copies of all eligibility information.
 - II. Envelope -2 shall contain financial bid on the prescribed form
3. Envelope -1 shall contain scanned copy of the following (scanned copies to be uploaded)
 - a. Cost of the tender via Online
 - b. Earnest Money in the form of Demand Draft / FDR or Bank Guarantee
 - c. Proof of Technical Qualification.
4. Envelop-2 shall contain financial bid where Tenderer will quote his offer for each item in the prescribed format
5. Any Tender not accompanied by an acceptable Earnest money as indicated in NIT will be rejected by the Employer as non-responsive.
6. Due to unforeseen condition, if the opening date of Technical Tender/Financial Tender is declared holiday, then in that case Tenders will be open on next working day at the same time and place.
7. RSCL will not be responsible for any delay in receiving the Tender Documents.
8. Tenderer should be responsible to follow the RSCL rules & directions
9. Tenderer shall be responsible to pay all the applicable taxes.
10. Tenderer must provide the list of efficient technical staff, engineers, required tools & plants & equipment's with the Tender.
11. There should not be any unsatisfactory performance report of the Tenderer from any sources.
12. Joint venture/Consortium is permitted in the Tender.
13. All applicable deduction will be made from Tenderers interims & final accounts bills.
14. Tenderer must ensure safety provisions of labours, staff, before commencement of the work.
15. Tenderer should have adequate testing, measuring and inspection equipment and facilities for the calibration of the same.
16. The Raipur Smart City Ltd reserves the right to reject any or all offers without assigning any reason thereof.
17. Tender opening shall be carried out in two stage. Technical Tender will be opened first and opening of financial Tender of technically responsive Tenderers will be informed later on. Tender opening shall be carried out in two stages. Firstly, 'technical Tender' of all the received (except those received late) shall be opened on the date and time mentioned above. 'Financial Tender' of those Tenderers whose 'technical Tender' has been determined to be substantially responsible shall be opened on a subsequent date, which will be notified separately to such Tenderers.
18. Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers Tender.
19. The RSCL reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.
20. For the evaluation of turnover and experience, multiplying factor as mentioned in the detailed NIT will be applicable.
21. Affix Index of Tender Documents.

Managing Director

Raipur Smart City Limited
Raipur

B) Project Background

Raipur is the capital city of the recently formed state of Chhattisgarh in November 2000 (formerly part of Madhya Pradesh) in central India. The city is administered by the Raipur Municipal Corporation (RMC). With a population of 11,90,839. (As per DPR), the city sprawls across 188 square km and consists of 40 villages. Traditionally, Raipur's economy has been based on agricultural-processing and sawmilling, serving as a regional hub for trade and commerce for a variety of local agricultural and forest products. Today Raipur is an important regional, commercial and industrial destination for coal, power, steel and aluminum industries. Raipur is the largest market of steel and iron in India and among the richest cities of India. Raipur has witnessed a high growth rate in population, which has not been matched with a corresponding sanitation infrastructure.



In Raipur Municipal Solid Waste Management is handled by Health and sanitation Department of RSCL. Appropriate solid waste management of a city is crucial for public health and aesthetic surroundings. It is essential for a clean look. Therefore, the removal of any scattered waste is as important as effective street sweeping and drain cleaning. This also brings to focus the necessity of synergy in the design, construction and maintenance of roads, surface (storm water) drains and storage, collection and transport of solid waste. Due to its size and multiple activities, different types of solid waste are generated in Raipur which are as follows,

Municipal solid waste (from the domestic and commercial sectors and common areas such as, parks, gardens, street sweepings and drain silt)

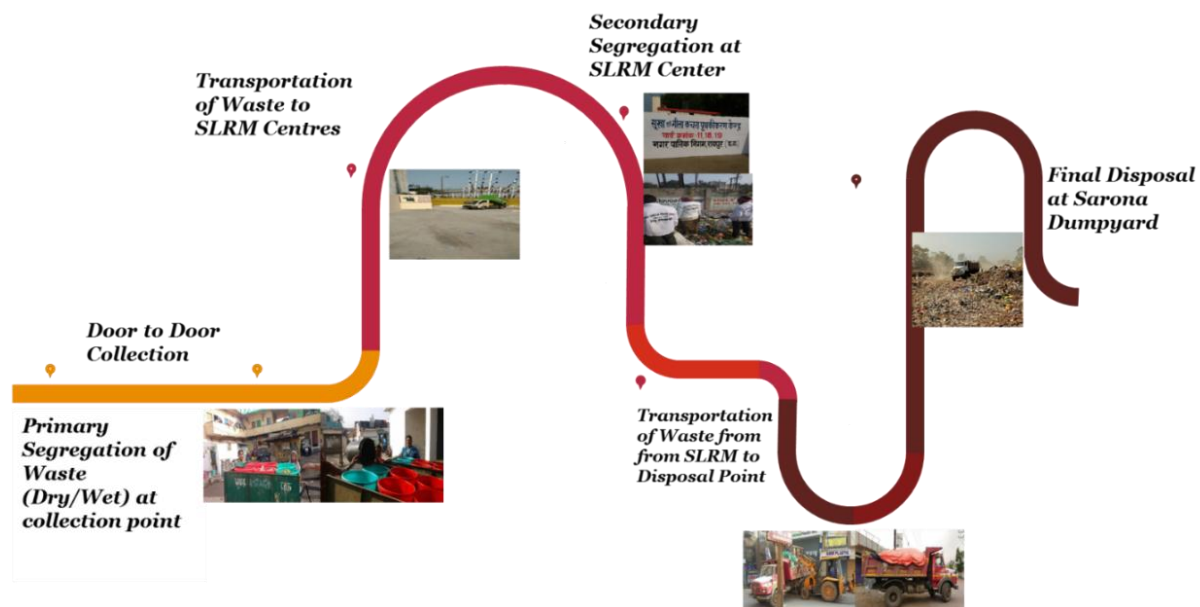
- Construction and demolition debris (C&D waste)
- Bio-medical waste (waste generated by health-care and veterinary establishments)
- Industrial waste generated within the city area

The presence of these different types of waste streams complicates the solid waste management scenario leading to deficiencies in planning and management. This is further aggravated by the unplanned settlements – slums and squatter settlements. Apart from the fundamental issue of service provision and problems of accessibility, some of these areas undertake unauthorized recycling of plastics; batteries etc. which may have grave environmental implications.

In Raipur due to climatic factors like high temperature, humidity and also due to high organic composition in the solid waste, the collection of the solid waste is done regularly as the waste gets decomposed rapidly.

In the absence of a streamlined and completely controlled system of solid waste management, from the available data the estimated population of Raipur was generating about 413MT/day MSW per day with average per capita 347g/day. Plastics, glass, metals, and paper account for less than 15 percent of the total waste. In low income households, solid waste is stored in open baskets and any available cans which do not meet hygienic standards. Component of MSW founded to be bio-degradable, non-biodegradable (plastic, glass and metal etc.), inert material (bricks, stones and ashes etc.) indicates the construction and demolishes activities in the city.

Different collection methods include house-to-house collection of the waste by using handcarts or ricks and also collection of roadside waste by street sweeping and drain cleaning. The remaining uncollected waste is often dumped on available vacant land.



It is essential that amount of waste generated in the city should be disposed of quickly. There must be a fair number of the staffing, vehicles and equipment required for primary collection, transportation, treatment, and disposal of waste. Currently there are variety of ways through which wastes are collected.



C) Project Objective

The overall goal of this project is the implementation of a reliable Semi underground Waste collection and monitoring & tracking system to monitor collection of waste, vehicles movement and maintenance etc. In order to fulfil this goal, the project has been categorised into 2 high level objectives –

- Semi underground collection tracking and monitoring: One of the primary objectives of the project is to install semi semi underground bins in the area which has been selected by RSCLto collect waste semi underground and tracking of waste collected and transported in semi semi underground bins.

- Bin Level Sensors (BLS) for semi semi underground bins monitoring: BLS installation and monitoring at each semi semi underground bin location. Integrate it with future CCC.

Rising waste volumes in Raipur and increased hygienic and amenity demands as well as environmental considerations imposes additional requirements to a litter free management strategy that traditional management schemes are either unable to meet or come across with increased operating cost figures. The utilization of the subsurface space can provide the setting for the development of infrastructure which is currently capable by existing waste management schemes. The utilization of subsurface space is nowadays a key issue towards attaining an environmental friendly and sustainable development, especially in urban areas. Thus, activities or infrastructures that are difficult, impossible, environmentally undesirable or even less profitable to be installed above ground must be relocated semi underground releasing valuable surface space for other uses and enhancing urban living conditions.

Hence, the management of waste through semi underground developed infrastructure, the “**LEANWASTE MANAGEMENT SYSTEM**“ is looked as an important evolution which would allow for the efficient and cost-effective tackling of one of the more pressing needs of **Raipur City Municipal Corporation**. This tender aims for procurement of such infrastructure,

By introducing “**Smart Semi underground Waste Collection Bin System**”, Raipur Municipal Corporation intent to optimize rapidly the traditional approach in Raipur, where waste containers are replaced by semi underground collection bins. These bins are placed semi underground, having only their inlets above ground surface. Standalone semi underground collection bins offer great advantages over traditional collection bins as under:

- Ground level installation: no risk of stumbling, easily accessible.
- Low-level waste throw-ins – easy access & wheel chairs accessible.
- Much more hygienic than standard bins.
- Very large collection volumes, less emptying required.
- Less space required for units compared to the waste volume.
- Emptying by crane: labour-saving & cost-effective.
- Greater holding capacity than of the same area’s surface bins.
- Compaction of the waste, increasing their effective capacity by 1.5 – 2.5 times.
- High hygienic standards, controlling bacterial development and odour problems.
- Non-flammable, thus superior protection against vandalism.
- No waste pilferage.
- No hassle of separately managing leachate generation challenge.
- No direct access to flies, animals or men.
- Overall uplift image of the surroundings, city and also of the municipal administration.
- Helping citizen feel responsible towards good waste management practices.
- Creating more space option for ULB to utilize the same for creating some recreational activities which can generate revenue for the ULB and also open a door of employment
- New way of creating awareness amongst the mass and last but not the least.
- Creating an infrastructure which is magnificent, sustainable, feasible and easy to operate for next 10-15years, without demanding much attention on its maintenance.

RSCL proposes to install 30 no’s of semi underground waste collection bins along with required equipment such as Compactor Truck and Cranes, Bin level sensors.

D) Project Scope

In connection with the Invitation issued these Tender Documents for the supply, delivery, installation and O&M of modern semi underground waste collection bins at designated locations in Raipur Municipal Corporation

1. The scope of work for the Tender includes,

1. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software - Single Bin System (2.5 cubic meter x 1x10 locations as per the satisfactory requirement of the Project Implementing agency).
2. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software – Twin bin System (1.5 cubic meter x 2 x 20 locations as per the satisfactory requirement of the Project Implementing agency).
3. Operation and Maintenance of these semi underground waste collection bins including collection and transportation of waste by emptying the bins for 60 months. The operation and maintenance shall be performed effectively using bin level fill sensors and associated software including bin washing, cleaning and any repair works related to all parts. The entire services to be provided for a period of 5 years (60 months) on a monthly payment or payment per ton basis.
4. Integration of Bin level monitoring system integration with Command and Control system.

2. Scope of work & terms and conditions for semi underground bins:

- a. The work consists of Operation of 50 modern semi underground bins (Quantity may vary. In case RSCL / RMC wants to install more number of bins/ vehicle, the same should be provided at the same cost as discovered through this tender).
- b. All the types of Garbage (Municipal solid waste) collected at garbage collection points (i.e. Semi Underground Bins) shall have to be emptied with the help of Specialized Vehicle i.e. knuckle boom crane mounted on truck with tipper body during less traffic time on every day whenever required including Sundays & Holidays by RSCL. The garbage collection sites facilitated with such adequate no. of bins shall be maintained nuisance free. Each location of bins shall be emptied one times per day when it is full. It is not necessary to empty the partially filled bin locations.
- c. The sites where Bins will be installed should be clean. If there are any dropping of waste from hand carts /cycle van/ bins during loading will be swept clean by agency. The sites should remain disinfected also throughout the day.
- d. The agency will be responsible for taking care of the total equipment installed in the Garbage Collection points which is under his control, which also exclude theft, physical damage / vandalism by public, natural destroy, etc.
- e. The successful Agency will have to comply with all applicable statutory obligations relating to deployment of labour applicable in RSCL.
- f. There shall be no penalty during the period when the equipment's/vehicles are under repair due to accident.

- g. Any damage to the bins which needs replacement due to operational reason has to be carried by the agent and the RSCL will not pay for the parts. If damage due to Natural destroy, Physical damage by public, theft, etc., then RSCL will pay for the parts and after replacing the parts agency has to submit the bill within two weeks' time to RSCL, and RSCL will pay for this replacement parts. Maintenance of the civil structure shall be carried by the agency and the payment will not be made by RSCL.
- h. Through the work is for 5 years, review will be done after completion by RSCL. Based on the performance of the agency and mutual consent by both the agency and RSCL this contract can be extended to more years. No tender is required by the tender inviting authority to extend this contract. However, work may be extended up to ten years based on the mutual consent of all terms and conditions of Agreement by both parties.
- i. If required, the system and operations of the semi-underground bin monitoring may be merged with a larger project / initiative. The selected agency shall extend all necessary cooperation for the same.
- j. In case there are any civil infrastructure maintenance/upgradations such as utility infrastructure improvement etc. the selected agency should provide all necessary support to the respective stakeholder in carrying out the activity.
- k. Sensors, bins, vehicle, crane etc. should be provided with comprehensive onsite maintenance warranty and support.

3. Scope of work & terms and conditions for Specialized Vehicle (tipper truck with crane):

- a. The work consists of operation of one Specialized Vehicle i.e. knuckle boom crane mounted on truck with tipper body).
- b. The work consists of emptying the 50 no's. Bins by Specialized Vehicle i.e. knuckle boom crane mounted on truck with tipper body, transportation and disposal of loaded Truck at the dumping site.
- c. The Smart Bins will be emptied by the Truck after full loaded with garbage from the collection points.
- d. The Specialized Vehicles will be operated on all days in a month including Sundays & Holidays during less traffic time when ever required. However duty hours may be changed as per requirement of the department. In case of break down /accident no extra payment will be made for extra time duty. Each location of Smart bins shall be emptied one times per day when it is full. It is not necessary to empty the partially filled Smart bin locations.
- e. Driver must have Heavy driving license & capacity to drive vehicle efficiently from city to dumping site.
- f. Driver must have his own mobile telephone which will remain open throughout the day so that communication can be made by the department as and when required.
- g. During duty hours if any driver is found intoxicated he will be suspended immediately and the agency will provide his substitute on the next day.
- h. Safety & security of the vehicle during working hours will be looked after by the Agency. Sufficient stock of spares or accessories should be kept by Agency. Parking place for the trucks will be provided by RSCL.
- i. Required fuel (Diesel, Mobile, and Hydraulic Oil) will be the Bidder scope.
- j. In case violation of traffic rule by the concerned driver necessary penalty charges will be paid by the agency & he will contact Police/Traffic authority to settle the issue.

- k. In case of accident during operation agency will keep in touch with police/ Traffic authority for releasing the vehicle as well as driver on behalf of the department
- l. Compensation due to minor accident /damage of any public property will be made by the agency to the concerned victims/owner of the property as per insurance policy terms.
- m. Bills to be submitted quarterly wise or as per mutual consent of parties.
- n. Insurance of the vehicle will be taken care of by the agency at their own cost.
- o. Through the work is for 5 years, review will be done after completion by RSCL. Based on the performance of the agency and mutual consent by both the agency and RSCL this contract can be extended to more years. No tender is required by the tender inviting authority to extend this contract. However, work may be extended up to ten years based on the mutual consent of all terms and conditions of Agreement by both parties.

4. Maintenance Part

4.1. Scope of work & terms and conditions for Specialized Vehicle (tipper truck with crane):

- a. The work consists of maintenance total of one **Specialized** Vehicle capable of emptying Smart bins within RSCL area.
- b. All preventive and breakdown maintenance of one Specialized Vehicle will be done by the agency.
- c. All spares & consumables to be supplied by agency.
- d. List of all replaceable spares & consumables used by the agency in a month to be submitted to the department along with the monthly bill.
- e. Replacement /Repair of tyres, tubes & batteries will be done by the agency at their own cost and no payment shall be made by RSCL. Replacement of parts due to mishandling by public, natural destroy, vandalism then RSCL will pay for the replaced parts to agency after submitting the bill to RSCL within two weeks.
- f. RSCL will not refund the damaged/unserviceable spares to agency due to manufacturing defect.
- g. In case of break down/ schedule maintenance/ servicing requiring sending the vehicle to the chassis manufacturer work shop, no deduction of payment towards penalty will be made for that period when the vehicle will be under custody of chassis manufacturer on certification of SWM department, alternative arrangement shall be made by the agency.
- h. Price of the list of spares parts for Tipper Truck covered under warranty period are not to be paid.
- i. In case of complete breakdown on road/dumping ground, towing up to garage will be done by the agency operating the Tipper Truck. However for not too major breakdown, maintenance will be done at spot by maintenance personnel.
- j. The repairing of chassis excepting fabrication work due to breakdown shall be done at chassis manufacturers/ Authorized Dealer Workshop. There shall be no penalty for the period during which the vehicle is under repair at the Authorized Dealer provided there is no hamper of conservancy service. The agency should arrange temporary local Prime movers for carrying our conservancy service.
- k. If necessary painting to be done once in every year of the complete vehicle.
- l. The bidder should have an authorized service provider in Raipur to ensure smooth O&M. In case the bidder does not have any, the same should be appointed within 60 days of award of contract.

PART B. INSTRUCTIONS TO TENDERERS

Section I. Instructions to Tenderers

The purpose of this Tender Document is to engage Implementation Agency for “SUPPLY, DELIVERY, INSTALLATION AND O&M OF MODERN SEMI UNDERGROUND WASTE COLLECTION BINS & TIPPER TRUCK WITH CRANE WITH BIN HANDLING MECHANISM”. This document provides information to enable the Tenderers to understand the broad requirements to submit their "Tenders".

A) General

1. Background	<p>1.1. Raipur is the capital city of the recently formed state of Chhattisgarh in November 2000 (formerly part of Madhya Pradesh) in central India. The city is administered by the Raipur Municipal Corporation (RMC) Traditionally, Raipur's economy has been based on agricultural-processing and sawmilling, serving as a regional hub for trade and commerce for a variety of local agricultural and forest products.</p> <p>1.2. Raipur Smart City Limited (RSCL) is administered by Raipur Municipal Corporation. Raipur Municipal Corporation is at presently carrying out Municipal Solid Waste (MSW) collection comprising Door to door collection of MSW, sweeping of streets and roads, providing community waste storage bins, transportation of MSW and disposal of MSW to the disposal site. RSCL is now looking to install modern semi underground bins in certain identified locations in Raipur Municipal Corporation area.</p>
2. Scope of Tender	<p>2.1. In connection with the Invitation issued these Tender Documents for the supply, delivery, installation and O&M of modern semi underground waste collection bins at designated locations in Raipur Municipal Corporation</p> <p>2.2. The scope of work for the Tender includes,</p> <p style="padding-left: 20px;">2.2.1. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software - Single Bin System (2.5 cubic meter x 1x10 locations as per the satisfactory requirement of the Project Implementing agency.</p> <p style="padding-left: 20px;">2.2.2. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software - Single Bin System (1.5 cubic meter x 2 x 20 locations as per the satisfactory requirement of the Project Implementing agency.</p> <p style="padding-left: 20px;">2.2.3. Supply, Delivery and commissioning of Tipper Truck</p>

	<p>with Chassis GVW12 with cabin and hydraulically controlled tipper body and 10 to 12 ton meter crane (Palfinger, Marchesi, Hyva, HIAB or similar) for collection of MSW- including automatic / remote provision for Bin Handling Mechanism as per the satisfactory requirement of the Project Implementing agency.</p> <p>2.1. Throughout these Tender Documents:</p> <p>2.1.1. The term “in writing” means communicated in written form and delivered against receipt;</p> <p>2.1.2. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and “day” means calendar day</p>
<p>3. Eligibility of Tenderer</p>	<p>3.1. Eligible Tenderers shall be entities which fulfil the criteria stated below:</p> <p>3.1.1. A tenderer may be a private entity or joint venture company or government-owned entity registered in India or abroad. The term Tenderers used hereinafter would therefore apply to a single entity and/or a Consortium of business entities. The tenderer should submit a Power of Attorney as per the format enclosed at Annex 2, authorizing the signatory of the Proposal to commit the tender. In case the tenderer is a Consortium, it must comply with the additional requirements for tendering as a Consortium as specified in the tender document. Detailed Eligibility conditions are given in Section III –Qualification Criteria in Part II of ITT.</p> <p>3.2. Any Tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest with one or more parties in this Tendering, if:</p> <p>3.2.1. They receive or have received any direct or indirect subsidy from any of them; or</p> <p>3.2.2. They have the same legal representative for purposes of this Tender;</p> <p>3.2.3. A tenderer participates in more than one tender in this Tendering process. Participation by a tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved.</p> <p>3.2.4.3.2.4. The Successful Tenderer is prohibited to form a joint venture, with another tenderer that had participated in the Tender for the project. Such arrangement after the submission of Tender or after award of the contract shall result into disqualification of the Tender or contract as the case may be.</p> <p>3.3. If at any time before the acceptance of the tender, the Tender Inviting Authority receives information that a Tenderer who has submitted a tender has been banned by any procuring</p>

	<p>entity of any state or central government, then the Tender Inviting Authority shall not accept the tender of that Tenderer.</p> <p>3.3.1. Tenderer shall provide such evidence of their continued eligibility satisfactory to the Tender Inviting Authority, as the Tender Inviting Authority shall reasonably request.</p> <p>3.4. In case of consortium, the lead member shall be jointly and severally liable for the project obligations, the consortium member shall be liable for their respective scope.</p>
<p>4. Corrupt Practices</p>	<p>4.1. The Tender Inviting Authority requires that the Tenderer, and the suppliers, contractors, and vendors of such Tenderer, to observe the highest standard of ethics during the procurement and execution of such contracts.</p>
	<p>4.2. “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;</p> <p>4.3. “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 Tender Inviting Authority, and includes collusive practices among Tenderer (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition</p> <p>4.4. “collusive practice” means a scheme or arrangement between two or more Tenderer, with or without the knowledge of the Tender Inviting Authority, designed to establish Tender prices at artificial, non-competitive levels.</p> <p>4.5. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; and</p> <p>4.6. “obstructive practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Tender Inviting Authority’s or its appointed agencies’ inspection and audit rights when necessary.</p> <p>4.7. The Tender Inviting Authority shall reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in the</p>

	<p>Tendering process.</p> <p>4.8. The Tender Inviting Authority shall disqualify the Tenderer and reject the Tendersubmitted by such Tenderer if it determines at any time that the Tenderer has engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the procurement or the execution of that contract; and</p> <p>4.9. The Tender Inviting Authority shall debar the Tenderer from any future contracts with the Tender Inviting Authority;</p>
<p>5. Implementation Flow</p>	<p>5.1. On receipt of the Letter of Award, the Performance Security in the prescribed format shall be submitted by tenderer within 21 days. After the Performance Security has been submitted, the selected tenderer shall enter into the Contract Agreement (Part V of the Tender documents) with the Project Implementing Agencies within 7 days or such extended period as prescribed by the Tender Inviting Authority.</p> <p>5.1.1. The selected Tenderer shall undertake the</p> <p>5.1.2. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software - Single Bin System (2 cubic meter x 1x20 locations as per the satisfactory requirement of the Project Implementing agency.</p> <p>5.1.3. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software - Single Bin System (3 cubic meter x 1x10 locations as per the satisfactory requirement of the Project Implementing agency.</p> <p>5.1.4. Supply, Delivery and commissioning of Tipper Truck with Chassis GVW12 with cabin and hydraulically controlled tipper body and 10 to 12 ton meter crane (Palfinger, Marchesi, Hyva, HIAB or similar) for collection of MSW- including automatic / remote provision for Bin Handling Mechanism as per the satisfactory requirement of the Project Implementing agency.</p>

B) Contents of Tenderdocument

<p>6. Sections of Tender documents</p>	<p>6.1. The Tender Documents shall consist of Parts A, B, C, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with instructions to Tenderer.</p>
---	---

	<ul style="list-style-type: none"> • PART A: Introduction <ul style="list-style-type: none"> A) Project Background B) Project Objective C) Project Scope D) Notice Inviting tender • PART B: Instruction to Tenderers • Section I. Instruction to Tenderer • Section II. Tender Data Sheet (TDS) • Section III. Evaluation and Qualification Criteria • SectionIV. Technical Specifications and Guidelines Sheet • Section V. Maintenance and Support • Section VI. Service Level Agreements • PART C: Tender Forms& Annexures • PART D: Draft Contract Agreement and Forms <p>6.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.</p>
<p>7. Clarification of Tender Document, Site Visit</p>	<p>7.1. A prospective Tenderer requiring any clarification regarding the Tender document shall contact the Tender Inviting Authority in writing at the Tender Inviting Authority’s address indicate in clause 7.3RSCL on its discretion may also hold further discussions with the Applicants to finalize the technical/ commercial/ legal parameters and other related issues for the Project, before submission of the Proposals.</p> <p>7.2. The Tenderer’s request for any clarification related to the Tender Documents, which shall be received up to the last date for submission of queries, shall only be responded by the Tender Inviting Authority.</p> <p>7.3. For clarification purposes only, the Tender Inviting Authority’s address is:</p> <ul style="list-style-type: none"> • Attention: The Managing Director, Raipur Smart City Limited, Raipur • Subject on Cover & letter: “Supply, delivery, installation and O&M of modern semi underground waste collection bins at designated locations in Raipur Municipal Corporation” <p>Raipur Smart City Limited Headquarter Nagar Nigam, Near Mahila Police Station, Gandhi Chowk, Kalibadi, Raipur (CG) (India), Pin- 492001 Email: ceo.rscl@gmail.com Telephone: +910771-2535780,90 Fax: +910771-22273957.4</p>

	<p>7.4. The Tenderer is advised to visit and examine the Site and its surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the Tender. The cost of visiting the Site shall be at the Tenderer's own expense</p> <p>7.5. The Tenderer and any of its personnel or agents will be granted permission by the Designated Officer of the Tender Inviting Authority to visit the Site and surrounding lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Tender Inviting Authority and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.6. The Tenderer is required to review the preliminary data available before the submission of its Tender. This data is provided only for the guidance purpose, and should not be treated as the basis for the Tenderer's Tender. The Tenderer should make its own assessments, calculations and analysis before making its Tender, and collect any additional data as necessary to prepare its Tender.</p>
<p>8. Amendment of Tender document</p>	<p>8.1. Addendum to the Tender Document may be issued by Tender Inviting Authority not less than one (1) week prior to the deadline for submission of Tender.</p> <p>8.2. Any addendum issued shall form part of the Tender Document and shall be communicated in writing to all the Tenderers.</p>

C) Preparation of Tender

<p>9. Cost of Tender document</p>	<p>9.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender.</p> <p>9.2. 9.2. The Tender document may be downloaded from the websites, http://www.smartcityraipur.org/ and https://eproc.cgstate.gov.in/</p>
<p>10. Earnest Money Deposit</p>	<p>10.1. 10.1. Technical Proposal would need to be accompanied by an Earnest Money Deposit in the form of Demand Draft or FDR drawn in favor of The Managing Director, Raipur Smart City Limited payable at Raipur.</p>
<p>11. Language of Tender</p>	<p>11.1. The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Tender Inviting Authority is required to be in the ENGLISH language. Supporting documents and printed literature that are part of the Tender and are in a language other than 'English' shall be permitted in case they are accompanied by an accurate translation in 'English', in which case, for purposes of interpretation of the Tender, such translation</p>

	shall govern.																				
<p>12. Documents Comprising the Tender</p>	<p>12.1. The Tender shall comprise the following:</p> <p>Technical Proposal:</p> <ol style="list-style-type: none"> a) Letter of Tender; b) Processing fee (Enclose receipt if already paid; enclose DD if downloaded); c) EMD (Earnest Money Deposit); d) Power of Attorney for signing the Tender, e) Manufacturers Authorisation (for Agency/ Distributionship / MoU etc.). f) Manufacturing capability and warranty of Bins g) Particulars of Tenderer/Consortium Partner h) Financial capability i) Work Experience j) Technical Experience k) Solvency certificate from scheduled bank l) Letter of Financial Tender (Annexure A) <p>Financial Proposal:</p> <ol style="list-style-type: none"> 1. It is to be submitted as Annexure-B alongwith eligibility Tender. 2. Financial Tender of only those Tenderers shall be opened who are declared qualified in their eligibility Tender. 3. The Tenderer shall quote their rates for each item and its total amount both in words and figures. <p>12.2. If the Tenderer proposes any deviations, reservations or omissions as defined in 27.1, to any of the conditions given in Part E the sample letter of award or in any of the Tender Documents, its Tender will be treated as non-responsive and rejected.</p> <p>12.3. Tender Queries: All enquiries from the Tenderers relating to this Tender Document must be submitted to the designated contact person as mentioned in the Tender Data Sheet below. The queries should necessarily be submitted in the following format as a Word Document:</p> <table border="1" data-bbox="624 1480 1289 1816"> <thead> <tr> <th data-bbox="624 1480 708 1671">Sr. No.</th> <th data-bbox="708 1480 903 1671">Tender Document Reference (Volume, Section No., Page No.)</th> <th data-bbox="903 1480 1118 1671">Content of the Tender Document requiring clarification</th> <th data-bbox="1118 1480 1289 1671">Clarification Sought / Query</th> </tr> </thead> <tbody> <tr> <td data-bbox="624 1671 708 1704">1</td> <td data-bbox="708 1671 903 1704"></td> <td data-bbox="903 1671 1118 1704"></td> <td data-bbox="1118 1671 1289 1704"></td> </tr> <tr> <td data-bbox="624 1704 708 1738">2</td> <td data-bbox="708 1704 903 1738"></td> <td data-bbox="903 1704 1118 1738"></td> <td data-bbox="1118 1704 1289 1738"></td> </tr> <tr> <td data-bbox="624 1738 708 1771">3</td> <td data-bbox="708 1738 903 1771"></td> <td data-bbox="903 1738 1118 1771"></td> <td data-bbox="1118 1738 1289 1771"></td> </tr> <tr> <td data-bbox="624 1771 708 1816">...</td> <td data-bbox="708 1771 903 1816"></td> <td data-bbox="903 1771 1118 1816"></td> <td data-bbox="1118 1771 1289 1816"></td> </tr> </tbody> </table> <p>Queries submitted post the deadline mentioned in the Tender Data Sheet or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the RSCL website, http://www.smartcityraipur.org/ and state e procurement website, https://eproc.cgstate.gov.in/</p>	Sr. No.	Tender Document Reference (Volume, Section No., Page No.)	Content of the Tender Document requiring clarification	Clarification Sought / Query	1				2				3				...			
Sr. No.	Tender Document Reference (Volume, Section No., Page No.)	Content of the Tender Document requiring clarification	Clarification Sought / Query																		
1																					
2																					
3																					
...																					

<p>13. Letter of Tender, and Securities</p>	<p>13.1. The Letter of Tender and Schedules and all other data/information shall be prepared using the relevant forms furnished in Part C: Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<p>14. Tenderer's Financial Proposal</p>	<p>14.1. A Tenderer's Financial Proposal shall be mentioned in INR</p> <p>14.2. The Financial Proposal shall be proposed using the standard forms and formats as included in the Tender Forms.</p> <p>14.3. All duties, taxes, and other levies payable by the Tenderer under the Contract Agreement shall be deemed to have been included in the Financial Proposal.</p>
<p>15. Documents Comprising the Technical Proposal</p>	<p>15.1. The Tenderer shall furnish the details of documents to be submitted by the Tenderer in proof of his technical qualification</p>
<p>16. Documents Establishing the Qualifications of the Tenderer</p>	<p>16.1. To establish its qualifications to perform the Contract Agreement in accordance with Section III, Evaluation and Qualification Criteria, a Tenderer shall provide the information requested in the corresponding information sheets included in form A4, Tender Forms.</p>
<p>17. Period of Validity of Tender</p>	<p>17.1. Tender shall remain valid for the period specified in the Tenderers Data Sheet after the Tender submission deadline date prescribed by the Tender Inviting Authority. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Tender Inviting Authority may request Tenderer to extend the period of validity of their Tender. The request and the responses shall be made in writing. If the Tender validity period is extended the validity of the EMD shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in INSTRUCTION TO TENDERER</p>
<p>18. EMD</p>	<p>18.1. The EMD shall be in the form of a Crossed demand draft payable at Raipur or through a Fixed deposit Receipt, in favor of The Managing Director, Raipur Smart City Limited, issued by a scheduled bank/nationalized bank in India of value as mentioned in the TENDER DATA SHEET.</p> <p>18.2. The EMD shall be in the form as stated in the TENDER DATA SHEET. The EMD shall be valid at least for the number of days as stated in the TENDER DATA SHEET, beyond the original validity period of the Tender, or beyond</p>

	<p>any period of extension if requested.</p> <p>18.3. Any Tender not accompanied by an EMD shall be rejected by the Tender Inviting Authority as non-responsive. Any Tender not accompanied by the document fee receipt or the document fee demand draft shall be rejected by the Tender Inviting Authority as non-responsive.</p> <p>18.4. The EMD of unsuccessful Tenderer shall be returned after issue of Letter of Award to the Successful Tenderer and signing of contract agreement.</p> <p>18.5. The EMD of the Successful Tenderer shall be returned as promptly as possible once the Successful Tenderer has furnished the performance security as per the Contract Agreement or alternatively adjusted against the Performance Guarantee requirement.</p> <p>18.6. The EMD may be forfeited in the following conditions:</p> <p>18.6.1. If a Successful Tenderer withdraws its Tender during the period of Tender validity specified by the Successful Tenderer on the Letter of Tender Form, except as provided in INSTRUCTION TO TENDERER 22.1;</p> <p>18.6.2. If the Successful Tenderer fails to: Sign the Contract Agreement in accordance with INSTRUCTION TO TENDERER or Furnish a performance security in accordance with INSTRUCTION TO TENDERER</p> <p>or</p> <p>18.6.3. If the Tenderer does not accept the corrections made in the document as stated in clause 30 of INSTRUCTION TO TENDERER.</p>
--	---

D) Submission and Opening of Tender

<p>19. Sealing and Marking of Tender</p>	<p>19.1. Submission of the Tender is online and must be through e-Procurement site www.eproc.cgstate.gov.in website of CG.</p> <p>19.1.1. The Earnest Money Deposit & Tender document submitted to the Tender Inviting Authority on before 08.05.2017 at 3.00 pm</p> <p>19.1.2. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tenderer.</p>
<p>20. Deadline for Submission of Tender</p>	<p>20.1. Tender must be received by the Tender Inviting Authority at the address and no later than the date and time indicated in the NIT. When so specified in the NIT.</p> <p>20.2. The Tender Inviting Authority may, at its discretion, extend the deadline for the submission of Tender by amending the Tender document, in which case all rights and</p>

	obligations of the Tender Inviting Authority and Tenderer previously subject to the deadline shall thereafter be subject to the deadline as extended.
21. Late Tender	21.1. The Tender Inviting Authority shall not consider any Tender that arrives after the deadline for submission of Tender, in accordance with INSTRUCTION TO TENDERER. Any Tender received by the Tender Inviting Authority after the deadline for submission of Tender shall be declared late, rejected, and returned unopened to the Tenderer.
22. Withdrawal, substitution, and Modification of Tender	22.1. A Tenderer may withdraw, substitute or modify his Tender after submission subject to the applicable provisions of the relevant rules.
23. Tender's Physical Documents Opening	23.1. The Tender's Physical Documents shall be opened by the Tender Inviting Authority in the presence of Tenderer's designated representatives, and at the address, date and time specified in the NIT

E) Evaluation and Comparison of Tender

24. Confidentiality	<p>24.1. Information relating to the evaluation of Tender and recommendation of contract award shall not be disclosed to Tenderer or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.</p> <p>24.2. Any attempt by a Tenderer to influence the Tender Inviting Authority in the evaluation of the Tender or award decisions may result in the rejection of its Tender.</p>
25. Clarification of Tender	<p>25.1. To assist in the examination, evaluation, and comparison of the Tender, and qualification of the Tenderer, the Tender Inviting Authority may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Tender Inviting Authority shall not be considered. The Tender Inviting Authority's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Tender Inviting Authority in the evaluation of the Tender, in accordance with INSTRUCTION TO TENDERER.</p> <p>25.2. If a Tenderer does not provide clarifications of its Tender within seven (07) days from the Tender Inviting Authority's request for clarification, its Tender shall be rejected.</p>
26. Deviations, Reservations, and Omissions	26.1. During the evaluation of Tender, the following definitions apply:

	<p>26.1.1. “Deviation” is a departure from the requirements specified in the Tender document;</p> <p>26.1.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and</p> <p>26.1.3. “Omission” is the failure to submit any part or all of the information or documentation required in the Tender document.</p> <p>26.2. The Tender will be considered as non-responsive and rejected under any of the following conditions:</p> <p>26.2.1. Tenderer is not eligible in accordance with the provisions of the Tender document.</p> <p>26.2.2. Tender is not accompanied by the EMD equivalent to the amount and in the form as stipulated</p> <p>26.2.3. Any deviation, reservation, or omission in the Tender</p> <p>26.2.4. All Tender forms are not filled and signed by the Tenderer.</p> <p>26.3. Any wilful misstatements or incorrect information provided in the Tender.</p>
<p>27. Determination of Responsiveness</p>	<p>27.1. If the Tenderer is not an “Eligible Tenderer” in accordance with the INSTRUCTION TO TENDERER 3 then its Tender will be considered as non-responsive and rejected.</p> <p>27.2. The Tender Inviting Authority’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in INSTRUCTION TO TENDERER.</p> <p>27.3. A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>27.3.1. If accepted would:</p> <p>27.3.2. Affect in any substantial way the scope, quality, or performance of the Contract Agreement; or</p> <p>27.3.3. Limit in any substantial way, inconsistent with the Tender document, the Tender Inviting Authority’s rights or the Tenderer’s obligations under the proposed Contract Agreement; or</p> <p>27.3.4. If rectified, would unfairly affect the competitive position of other Tenderer presenting substantially responsive Tender</p> <p>27.4. The Tender Inviting Authority shall examine the technical aspects of the Tenderdocument, in accordance with INSTRUCTION TO TENDERER, Technical Proposal, in particular, to confirm that all requirements of specifications have been met without any material deviation or reservation.</p>

	<p>27.5. If a Tender is not substantially responsive to the requirements of the Tender document, it shall be rejected by the Tender Inviting Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>28. Non material Non conformities</p>	<p>28.1. Provided that if a Tender is substantially responsive, the Tender Inviting Authority may waive any nonconformities in the Tender that do not constitute a material deviation, reservation, or omission.</p> <p>28.2. Provided that if a Tender is substantially responsive, the Tender Inviting Authority may request that the Tenderer to submit the necessary information or documentation, within seven days, to rectify nonmaterial non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.</p>
<p>29. Correction of Arithmetic Errors</p>	<p>29.1. Provided that the if Tender is substantially responsive, the Tender Inviting Authority shall correct arithmetical errors on the following basis:</p> <p>29.1.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Tender Inviting Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>29.1.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>29.1.3. If there is a discrepancy between words and figures, the lesser of the two shall prevail.</p> <p>29.2. If the Tenderer does not accept the correction of errors, its Tender shall be disqualified.</p>
<p>30. Qualification & Evaluation of Tender</p>	<p>30.1. The Tender shall be evaluated as below:</p> <p>30.1.1. The Tenderers Technical qualifications and Proposal will be examined to ensure that the qualification criteria is met.</p> <p>30.1.2. Upon satisfying the qualification criteria, the Tenderer's Financial Proposal shall be opened and evaluated. The evaluation of the Tenderer's financial Proposal shall be carried out as per the methodology stated in Section III: Evaluation and Qualification Criteria.</p> <p>30.1.3. The Tenderer above 65% from technical qualifications criteria and quoting the lowest total cost</p>

	<p>as per the evaluation table in the financial Proposal (L1) will be chosen as the Successful Tenderer.</p> <p>30.2. The Tender Inviting Authority may seek for additional clarifications as may be required for the evaluation of the proposal which shall be readily provided by the Tenderer.</p>
31. Tender Inviting Authority's Right to Accept Any Tender, and to Reject Any or All Tender	<p>31.1. The Tender Inviting Authority reserves the right to accept or reject any tender, and to annul the Tendering and reject all tender at any time prior to contract award, without thereby incurring any liability to Tenderer. In case of annulment, all Tendersubmitted and specifically, Tender securities, shall be promptly returned to the Tenderer.</p>

F) Award of Contract Agreement

32. Selection Of Successful Tenderer	<p>32.1. The Tender Inviting Authority shall invite the Successful Tenderer for execution of the Contract Agreement.</p> <p>32.2. Raipur Smart City Limited may either choose to accept the financial Tender of L1 and invite him for further negotiations if any as per the Chhattisgarh Procurement Rules</p> <p>32.3. In the event that the Successful Tenderer fails to sign the Contract Agreement or fails to furnish the Performance Security, the Tender Inviting Authority shall reject the Tender and invite the next lowest Tendererfor negotiations</p>
33. Notification of Award	<p>33.1. The Tender Inviting Authority shall notify the Successful Tenderer, in writing, that its Tender has been accepted and issue a Letter of Award.</p> <p>33.2. Until a formal Contract Agreementis executed, the notification of award shall constitute a binding contract.</p>
34. Performance Security	<p>34.1. Within time period stated in the NIT, Successful Tenderer shall furnish the performance security before entering into the Contract Agreement, after receiving the Letter of Award, using for that purpose the Performance Security Form, or another form acceptable to the Tender Inviting Authority.</p> <p>34.2. The performance security shall be provided in the formas stated in the NIT. Theamount of the performance security shall be as stated in the NIT and its period of validity as specified.</p> <p>34.3. Failure of the Successful Tenderer to submit the above mentioned Performance Security or sign the Contract Agreementshall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD unless such delays are approved by the Tender Inviting Authority.</p>
35. Signing of Contract	<p>35.1. Within the number of days as specified in the NIT, of receipt of the performance security, the Successful Tenderer and the Project Implementing Agencies shall execute the</p>

	<p>Contract Agreement. In case the Successful Tenderer fails to sign the Contract Agreement within the number of days as specified in the TDS, its Letter of Award will be terminated and the EMD shall be forfeited.</p>
<p>36. Completion Time</p>	<p>36.1. Implementation Period: Supply and Installation shall be completed within Nine (3) months of Signing of the Contract Agreement.</p> <p>36.2. The Performance Period for the Contract Agreement is as stated in the clause 37.1.</p> <p>36.3. The Performance Period may be extended for a further period as agreed on mutual agreement.</p>
<p>37. Implementation Agreement</p>	<p>37.1. The entities, agencies and persons involved in the Project are as stated, which will be applicable during the carrying out of the Project to completion.</p>
<p>38. Stages in Tender</p>	<p>38.1. The Tender for “SUPPLY, DELIVERY, INSTALLATION AND O&M OF MODERN SEMI UNDERGROUND WASTE COLLECTION BINS & TIPPER TRUCK WITH CRANE WITH BIN HANDLING MECHANISM” involves the following three stages.</p> <ol style="list-style-type: none"> 1. Tender (Receipt of Proposals) 2. Letter of Award (LOA), and 3. Contract Agreement. <p>38.2. The services and work under this Tender shall be executed as follows:</p> <ol style="list-style-type: none"> 1) The Tender Inviting Authority shall release the Letter of Award to the Successful Tenderer; 2) After the acceptance of the LoA, the Successful Tenderer shall furnish the Performance Security; 3) The Tender Inviting Authority shall then enter into the Contract Agreement with the Successful Tenderer to implement the Project. <p>The Successful Tenderer shall</p> <ol style="list-style-type: none"> a. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software - Single Bin System (2 cubic meter x 1x20 locations as per the satisfactory requirement of the Project Implementing agency. b. Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” as well as the associated civil works including Bin Emptying Sensor and associated software - Single Bin System (3 cubic meter x 1x10 locations as per the satisfactory requirement of the Project Implementing agency.

	<p>c. Supply, Delivery and commissioning of Tipper Truck with Chassis GVW12 with cabin and hydraulically controlled tipper body and 10 to 12 ton meter crane (Palfinger, Marchesi, Hyva, HIAB or similar) for collection of MSW- including automatic / remote provision for Bin Handling Mechanism as per the satisfactory requirement of the Project Implementing agency. Supply and Installation of Bin Level sensors and monitoring system</p>
39. Pre-Tender Meeting	39.1. A Pre-Tender meeting is not applicable in this RFP
40. Cost of Tender Document	40.1. Document fee of Rs. 10,000/-) in the form of Demand Draft, in favor of The Managing Director, Raipur Smart City Limited, of any nationalized / scheduled banks.to be submitted along with the technical proposal without which the proposal will not be considered for evaluation.
41. Opening of Tender	41.1. The Tender shall be opened in presence of the Tenderer's representatives.

Section II. Tender Data Sheet (TDS)

#	Information	Details
A) Introduction		
	Project Name	“SUPPLY, DELIVERY, INSTALLATION AND O&M OF MODERN SEMI UNDERGROUND WASTE COLLECTION BINS & TIPPER TRUCK WITH CRANE WITH BIN HANDLING MECHANISM”
	Tender Document reference No and Start Date	13/04/2017
	Tender Type	Open Tender via e-Tendering system
	Tender Fee (excluding 5% VAT)	INR 10,000/- (Rupees Ten Thousand Only),) in the form of Demand Draft, in favor of The Managing Director, Raipur Smart City Limited, of any nationalized / scheduled banks.
	Tender Download Due Date	Date: 08/05/2017
	Earnest Money Deposit (EMD)	INR 10 Lakhs /- (Rupees Ten Lakhs Only)
	EMD & other Qualification documents Submission Due Date & Time	Date: 09/05/2017, 17:30 hrs.
	Performance Bank Guarantee	10% of the contract value
	Addressee and Address for the EMD to be submitted	The Managing Director, Raipur Smart City Limited Room No. 410, Headquarter Nagar Nigam, Near Mahila Police Station, Gandhi Chowk, Kalibadi, Raipur (CG) (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395
B) Preparation of Tenders		
	Language of Tender	English
	Tender Validity Period	180 Days from the Date of Opening of Tender
	Performance Security Validity Period	3 months after expiration of all the contractual obligations
C) Tender Presentation		
	Last date for submission of queries for clarifications	22/04/2017

Query Submission	To be submitted via e-mail only in the following format,			
	Sl. no	RFP Document Reference	Content of the RFP requiring clarification	Clarification sought
Technical qualifications presentation	To be intimated later.			
Contact Person for clarification of Queries	Managing Director, Raipur Smart City Limited (RSCL)			
Contact Information	Raipur Smart City Limited Headquarter Nagar Nigam, Near Mahila Police Station, Gandhi Chowk, Kalibadi, Raipur (CG) (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395 E-mail: ceo.rscl@gmail.com			

D) Schedule of Tendering Process

RSCL would endeavour to adhere to the following schedule from the date of issue of notification during the Tendering Process:

Date of issue of Tender Document	13/04/2017
Last date for Pre Bid Queries	22/04/2017
Pre-bid Conference	24/04/2017
Tender Due Date	08/05/2017
Physical Submission Date	09/05/2017 upto 17:30 hrs.
Opening of Tender	09/05/2017 upto 17:31 hrs.

Note:

The date of opening of the Financial Tenders will be intimated to the Qualified Tenderer/s. RSCL reserves the right to make changes to the Schedule of Tendering Process.

E) Evaluation of Tenders and Awarding of Contract

Signing of Contract Agreement with	Within 15days after the Letter of Acceptance
------------------------------------	--

Section III. Evaluation and Qualification Criteria

1. QUALIFICATION CRITERIA

#	Pre-Qualification Criteria	Proof Document Required
1.	The Tenderer(s) must be a company in India Registered under The Company's Act 1956.	Attested copy of Certificate of Incorporation / Registration Certificate
2.	The Tenderer(s) could be individual companies or a Consortium of companies. The Consortium can be of maximum 2 Companies. In case of a Consortium the members must nominate one of them as the Prime Tenderer who shall be responsible to RSCL for undertaking and discharging all responsibilities related to the Tender Process and the Project. The arrangement among the members of the Consortium shall be disclosed in the Tender and binding on the members and no change in role and responsibility of the members would be accepted after the submission of the Tender. The Prime Tenderer shall respond to all queries and clarifications and ensure compliance to Tender Process requirements. The consortium partners of any firm should not enter in to consortium / JV / sub contract/ etc... with more than one Prime Tenderer	1. Consortium Agreement 2. Power of Attorney
3.	The Tenderer or the Prime Tenderer (in case of consortium / JV) Should have an annual turnover of 3 Cr in last three years.	A copy of turn over statement duly certified by the CA.
4.	Tenderer should have successfully completed similar works during the last 3 years ending previous day of last date of submission of application: 3 similar work each of value not less than Rs. 100 Lacs. OR 2 similar work each of value not less than Rs. 150 Lacs. OR 1 similar work of value not less than Rs. 200 Lacs.	Copy of work order / Completion Certificate / Performance Certificate.
5.	Tenderer should have successfully completed successful operation of 100 no's of Smart Semi underground Waste Collection Bins and Bin level sensors for last 3 years shall be submitted.	Copy of work order / Completion Certificate / Performance Certificate.
6.	The agency should be a manufacturer, authorized dealer / agency / Consortium or joint venture partner in India of semi underground bins in India or abroad having facilities for manufacturing the waste collection bins as specified in this Tender document.	Certificate or letter of consent
7.	Agency should not have incurred any loss in more than two years during to last five years ending 31.012.2016.	Audited annual report and balance sheet duly certified by statutory audit be enclosed
8.	The Tenderer should not have been blacklisted by Central Government or any State Government organization / department in India at the time of submission of the Tender	Declaration letter by Tenderer as per format given in the Tender Document

2. TECHNICAL QUALIFICATIONS

- Methodology for supply and Implementation : 30%
- Operations and Maintenance methodology : 30%
- Proposed team : 20%
- Presentation : 20%

The bidder securing 65% or above shall qualify for Financial Evaluation.

3. FINANCIAL PROPOSAL– Evaluation Process

- 3.1. The Financial Proposal has to be quoted by the Tenderer after taking into consideration all the terms and conditions stated in the Tender document, draft Contract Agreement, after careful assessment of the site, all the conditions that may affect the project cost and implementation of the project.
- 3.2. The Tenderer shall undertake to keep its Financial Proposal valid for a period of at least 120 (One hundred and twenty) days from the date of deadline of submission.
- 3.3. Evaluation of Financial Proposal (Refer Annexure B Financial Proposal)

Part	Activity	Calculation	Quantity
I	Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” Single Bin System (2.5 cubic meter x 1x10 locations) as per the satisfactory requirement of the Project Implementing agency.	1 x 10 No. of Locations	10
	Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur)” - Twin Bin System (1.5cubic meter x 2x20) locations as per the satisfactory requirement of the Project Implementing agency.	1 x 20 No. of Locations	40
II	Supply, Delivery and commissioning of Tipper Truck with Chassis GVW12 with cabin and hydraulically controlled tipper body and 10 to 12 ton meter crane (Palfinger, Marchesi, Hyva, HIAB or similar) for collection of MSW- including automatic / remote provision for Bin Handling Mechanism as per the satisfactory requirement of the Project Implementing agency.	1	1
III	Bin emptying indicator system with RFID tags for each bin, Hardware component on truck to detect RFID tags	1 x 50 (RFID Tags) 1 x 1 (RFID detector)	51
	Bin Level sensors for each bin	1 x 50 No, of bins	51
	Bin Monitoring system	1 (Lump Sum)	1
IV*	O&M Maintenance &Support per bin including bins, trucks, cranes, bin sensors and monitoring system for 60 months.	Per bin Cost x 50	

Note:

**Part IV: The quote shall be inclusive of all taxes, duties or any other charges, as applicable and the prices shall be inclusive of 5 (Five) years warranty period, provision for training of RSCL staff including providing required spare parts to be replaced free of cost, except to the vehicles and cranes.*

The part IIV shall be quoted per month Operation and Maintenance for complete system:

For 1st Year O&M - ----- per month

For 2nd Year O&M - ----- per month

For 3rd Year O&M - ----- per month

For 4th Year O&M - ----- per month

For 5th year O&M - ----- per month

(The above rates must be inclusive of all cost of drivers/ operators/ mechanics, diesel, petrol, POL etc., please give the rates for above O&M.)

4. WORK COMPLETION TIMELINES & PAYMENT TERMS

The payments to the Tenderer shall be as follows:

Sr. No.	Milestone	Deliverables	Timelines	Payment Terms *	Part I	Part II	Part III	Part IV
	Signing of Contract and Project Kick-Off	Signed Contract	Contract Sign-off Date (T)*	NIL				
PART I								
	Inception report and details designs for proposed location	Submission of detailed implementation plan based on site assessment and location identification.	T + 1 Weeks	10 % of the cost specified for Part I value on signoff on the deliverable by the concerned department.	10%			
	Supply and Delivery of semi underground bins to RSCL& Mobilisation of resources at Site (Cost of keeping semi underground bins is vendors responsibility)	Material delivery report & Mobilization of resources report.	T + 2 Weeks	10% of the cost specified for Part I on successful signoff on the deliverable by concerned departments	10%			
	Assembling, Sealing and Sticking of Bins	Work Completion Report	T + 4 Weeks	10% of the cost specified for Part I on successful signoff on the deliverable by concerned departments	10%			
	Full Installation of 10 semi underground bin with civil structure.	Full Installation of 10 semi underground bin with civil structure.	T + 4 Weeks	10% of the cost specified for Part I on successful installation	10%			
	Civil works including construction of	Work Completion Report	T + 8 Weeks	15% of the cost specified for Part I on	15%			

	reinforced concrete cases at site			successful signoff on the deliverable by concerned departments				
	Successful installation of semi underground bins in concrete cases at site	Work Completion Report	T + 10 Weeks	15% of the cost specified for Part I on successful signoff on the deliverable by concerned departments	15%			
PART II								
	Supply, Delivery & Commissioning of Tipper Truck with Chassis GVW 12 with cabin and hydraulically controlled tipper body and 10 to 12 ton meter crane and installation of Bin Handling System	Against Delivery of Vehicle	T + 10 Weeks	60% of the cost specified for Part II on successful signoff on the deliverable by concerned departments		60%		
PART III								
	Successful installations of Bin level sensors & RFID on each bin, RFID detector on vehicle and full monitoring system implementation and testing	Work Completion Report	T + 11 Weeks	25% of the cost specified for Part III on successful signoff on the deliverable by concerned departments			25%	
	Successful periodic training for RSCL staff of bin lifting mechanism and crane operation, bin monitoring system and completion of project	Training Completion Report. Work Completion Report	T + 12 Weeks	25% of the cost specified for Part I on successful signoff on the deliverable by concerned departments			25%	
PART IV								
	Maintenance & Support of the semi underground bins, monitoring system and Tipper truck with crane	Quarterly payments for 5 years (To be calculated from RSCL acceptance Support & Maintenance of proposed Solution)		Quarterly based payment on the invoices raised and SLAs (section VI) measured, as per rate of total	30%	40%	50%	5% Quarterly (100% in 5 years)

			maintenance cost (Part IV) + Remaining 30% from Part I, 40% Part II and 50% from Part III) Implementatio n Cost				
	Total			100 %	100 %	100%	100%

Section IV. Technical Specification & Guidelines Sheet:

SUPPLY, DELIVERY, INSTALLATION AND O&M OF MODERN SEMI UNDERGROUND WASTE COLLECTION BINS & TIPPER TRUCK WITH CRANE WITH BIN HANDLING MECHANISM

Scope of Work:

1. Component 1: 2.5 Cubic Meter Semi-Underground Bins

Supply and installation of international standard semi-underground bins, confirming to European standard EN:13071, made of galvanized steel having water proof, closed construction, good quality, the top cover lid to be fixable in water tight condition, with longer empty intervals, improved hygiene and space saving above ground profiles suitable for handling municipal solid waste including paper, glass and organic waste for receiving the solid waste from the top with a 2-hook lifting system suitable to lift through special lift/ crane fitted from special purpose vehicle and also having the provision for emptying through floor flaps at the bottom.

The entire bin should be free from fire risk, vandalism and safety. The container should have the 2-hook lifting mechanism to be connected to the lid of the lifting container.

Specification for 2.5 cu.m. Model is as follows:

- bolted container made from galvanized steel sheet, capacity 2.5m³
- two trough shaped bottom trapdoors made from steel
- operated by traverse and bars, prepared for perforated intermediate floor, hot-dip galvanized finish
- 2-Hook lifting system with traverse and bars made from steel, hot-dip galvanized finish

Sealing and stickering: The Operator shall provide separate coloured stickers on the bins carrying wet (green colour) and dry (white colour) waste and use pictograms writings, etc. to help people clearly identify the category of waste to be deposited in each type of bins. The bins shall be distinctively numbered / coded for easy identification and tracking.

The pillar/ intake column should have a opening facility, so that the rickshaw, hand cart pullar/ sweeper/ paryavaranmitra can dispose the MSW directly to the intake pillar. All the opening should have a lock and key facility which should be of specialize type.

Installation Procedure:

- Pit excavation
- Construction of rectangular concrete casing
- Installation of edge protection metallic ring
- Loose filling and closing of the pit surroundings and installation of the container

1.5 Cubic Meter Semi-Underground Bins

Supply and installation of international standard semi-underground bins, confirming to European standard EN:13071, made of galvanized steel having water proof, closed construction, good quality, the top cover lid to be fixable in water tight condition, with longer empty intervals, improved hygiene and space saving above ground profiles suitable for handling municipal solid waste including paper, glass and organic waste for receiving the solid waste from the top with a 2-hook lifting system suitable to lift

through special lift/ crane fitted from special purpose vehicle and also having the provision for emptying through floor flaps at the bottom.

The entire bin should be free from fire risk, vandalism and safety. The container should have the 2-hook lifting mechanism to be connected to the lid of the lifting container.

The pillar/ intake column should have a opening facility, so that the rickshaw, hand cart pullar/ sweeper/ paryavaranmitra can dispose the MSW directly to the intake pillar. All the opening should have a lock and key facility which should be of specialize type.

Specification for 1.5 cu.m. model is as follows:

- bolted container made from galvanized steel sheet, capacity 1.5m³
- two trough shaped bottom trapdoors made from steel
- operated by traverse and bars, prepared for perforated intermediate floor, hot-dip galvanized finish
- 2-Hook lifting system with traverse and bars made from steel, hot-dip galvanized finish

Sealing and stickering: The Operator shall provide separate coloured stickers on the bins carrying wet (green colour) and dry (white colour) waste and use pictograms writings, etc. to help people clearly identify the category of waste to be deposited in each type of bins. The bins shall be distinctively numbered / coded for easy identification and tracking.

Installation Procedure:

- Pit excavation
- Construction of rectangular concrete casing
- Installation of edge protection metallic ring
- Loose filling and closing of the pit surroundings and installation of the container

2. Component 2: Bin Level Sensor (BLS), RFID, RFID Detector

2.1. Bin Level Sensor (BLS)

The operator shall install bin Emptying Indicator system on each location on all bins and shall provide a software solution for tracking the emptying of waste from the semi underground bins at various locations. The software solution shall be mobile compatible and shall have a provision for alerting the monitoring agency once emptying the bins.

- Enclosure: Polypropylene
- Shape & Dimension: cubical shape with max size of 100mmX80mmX50mm Or Mushroom shaped with max diameter of 100 mm & height
- Weight: Up to 450 gm
- Enclosure Protection: IP 67
- Operating Temperature: -20 C to + 80 C
- Power Supply: High performance battery
- Battery Life time: Approximately 5 years
- Built In Modem: GSM modem/shield for 2G or 3 G communication
- Level Sensor: Ultrasonic sensor with IP rating
- Range: 0.2 meter to 4 meter
- Accuracy: 2 cm
- Software: Configuration and update to over the cloud

2.2. UHF Passive RFID Tag Specifications

Parameter	Specification
Type	ABS, High Quality Engineering Plastic
Supported Transponders	ISO18000-6C EPC Class 1 GEN2
Frequency Range	ISM865~928MHz
Operation Mode	Fixed Frequency or FHSS Software Programmable
Memory capacity	The tag should support ISO18000-6C protocol standard 2K Bits storage capacity, 1728 Bits (216bytes) writable user area; MR6730B metal supports EPC C1 GEN2 (ISO18000-6C), with 96Bits writable EPC Code area, 512Bits writable user area, and 32Bits password area, EPC 128 bit user 512 bit TID 96 bits.
Reading Rate	Software Programmable, Average Reading per 64Bits <10ms
Tags material	Metal material
Reading Range	Should be able to be calibrated. (to be kept as 2-4m max) based on the site visit.
Operation Temp	-35°C to 85°C
IP Classification	IP 68
Weather	Heat, dust proof, UV resistant & sea water resistant.
Chemical Resistance	No physical or performance changes in 168 hour Motor oil exposure 168 hour Salt water exposure (salinity 10%) 5 hrsSulfric acid (10 %Ph 2) 1 h Naoh (10 % Ph 14) exposure

2.3. RFID Reader Specifications

Parameter	Specification
Protocol	ISO18000-6C EPC GEN2 Configurable for mixed or single tag-type operation. Air interface software on IV7 is downloadable to add Gen 2 and Class 1 air interfaces and to “future-proof” the product as standards evolve and new features become available.
Frequency Range	Standard ISM 902 928MHz or 915 MHz (US FCC), 865 MHz (ETSI 302-208), and 869 MHz (ETSI 300-220)
Operation Mode	FHSS
RF Power	0~30dBm, software adjustable
Reading Speed	Software Programmable Average Reading per 64Bits <6ms
Reading Mode	Timing or Touch, Software Programmable (reading should be such that the reader does reads two tags at a time)
Communication Mode with central server	TCP/IP and GPRS or higher

Data Input Port	Trigger input one time
Reading Range	Max 12 m(able to calibrate)
Communication Interface	RS232
Accessories	Vehicle-mount DC power cable kit Antennas, and antenna cables
Environmental Rating	IP65
Humidity	10% - 90%
Shock and Vibration Protection	Withstands standard material handling vehicle environments. Meets or exceeds MIL STD 810F
Operating Temperature:	-25°C to 55°C (-13°F to 131°F)
Storage Temperature:	-30°C to 75°C (-22°F to 167°F)
Humidity	10% to 90%
Power Supply	Vehicle DC power 12 to 60V, 4.5 A maximum

3. Monitoring System specifications

A comprehensive bin monitoring system to be implemented having following features.

- System Hosting: Hosting on cloud, adequate security measures are taken and assured to prevent any breach. Integration with command centre to be done as and when available.
- Dashboard Module
 - Dashboard Module should give a quick and easy view to know overall fleet status on real time basis. It should display status information of all vehicles i.e. Running, Idle or Standby. The Dashboard view should provide the following information:
 - Zone name, Ward Name, Selected integrator Name, Bin No, Bin Type, Current Location & Last Updated Date & Time of each Bin
 - It should give alert message if RFID/BLS device gets disconnected from a bin.
 - Dashboard should have search parameter where different searches i.e. Bin Number wise, Zone & Ward wise, fill level of bin wise and “No communication” wise searches can be done.
 - It should also give an indication regarding the status of the bin
 - There should be provision to see a particular bin on map
- Live Bin tracking
 - This module should give all the information pertaining to a particular bin on selection of the various selection parameters i.e. Zone Name, Ward Name and Vehicle Number.
 - Information like Zone Name, Ward Name, Vehicle Type, Contact Number, Current location, fill level, working conditions of BLS, RFID & Last updated Date & Time should be displayed.
 - The live bin view also should have facility for various alerts i.e. fill levels, Battery Removal Alert, No Communication from device.
 - In live map view, real time location of bin
- Reports

- Several Customized MIS Reports should be available (example: Bin cleaning schedule, preventive maintenance reports, incident reports etc.)
- Report on bin to bin collection as well as Bin management.
- In addition, following reports also should be available.
 - Daily Bin fill status
 - Event Report,
 - Daily bin empty status
- Admin
 - Admin Module should have facility to add, edit and delete the user. The rights of information to be viewed by the user can also be controlled by the admin.
 - The admin can assign bin to ward, zone and selected integrator.

3.1. Mapping Platform

- Google Maps may be used as a mapping platform. The successful Bidder should ensure that street level accuracy is obtained in this platform. The successful Bidder will have to define all the Geo-locations, Routes, for mapping platform.
- Updation / changes of Routes, Geo-locations also will be carried out by the Successful Bidder as & when required.
- In future, if RSCL gets GIS based street level map, the Successful Bidder will have to integrate and synchronize it with existing system and Google Maps may discontinue.

3.2. Bin Monitoring & tracking solution to be scalable

4. Component 4: Civil Work

An RCC (not less than M20) cavity of 100mm thickness with provision for metallic edge protection shall be constructed with a platform of 100mm height above grade level for installing the bin. The platform shall extend to at least 100mm on all the sides. The platform shall be finished with anti-skid tiles.

5. Component 5: Tipper Truck & Knuckle boom Crane for Collection of Municipal Solid Waste

Two numbers of Tipper Truck with Chassis GVW 12 or Similar with Cabin & Chassis with tipper hydraulically controlled up & down operation for easy collection and disposal of municipal solid waste collection and 12 ton meter knuckle boom crane.

Supply, Delivery & Installation of appropriate Container Emptying Mechanism (2-hook lifting system) to empty the Underground Bins, to be installed as an attachment on the Crane.

MINIMUM SPECIFICATION OF TIPPER TRUCK CHASSIS & BODY & CRANE FOR COLLECTION OF MUNICIPAL SOLID WASTE

Truck & Tipper & Crane specifications.

Truck	TATA, Eicher, Ashok Leyland or similar, 4x2 truck chassis.
GVW (Gross Vehicle Weight)	12 tons
Cabin	Factory fitted Non sleeper safety cabin
Engine	4 cylinder inline direct injection water cooled turbocharged engine

Displacement	5883 or in that range
Power	Minimum 95HP @2500 RPM
Gear Box	5 forward & 1 reverse gear
PTO	Gear box should be equipped with PTO to directly mount the High Pressure Piston pump.
Wheel base	3600mm or more to accommodate mounting of Crane & Minimum 7 cu.m. Tipper body.
Chassis	Reinforced ladder frame chassis suitable for Crane & Tipper mounting.
Tyres	6 tyres + spare wheel tyre. 8.5x20, 16 Ply rating.
Tipper Hydraulics	High pressure bend axis piston pump to create 60 LPM flow & 350 bar pressure directly mounted to the PTO.

Under Body Multistage telescopic cylinder with minimum 1500 mm stroke to tip minimum 10 ton payload. Manually operated selector valve to select Tipper operation or Crane operation.

Air control valve to be fitted in the cabin to engage PTO & operate the tipper valve. Oil tank capacity 80 litres with Oil level indicator, Return line filter & breather filter. Hoses fittings, adopters etc. complete so that the tipper is working as it should.

Tipper Body:

- 3.6 m long x 1.9 m wide x 1.4 m high (all internal clear dimensions) with minimum 7 cu.m. All welded steel body.
- 3.2 mm thick steel plates with 3 mm t U profile steel reinforcements full welded to the sides, Headboard & rear door.
- 5 mm thick steel Floor (Bottom) plate with 4 mms t U profile reinforcements welded to the floor plate & Body frame.
- Full length Sub frame fabricated from 6mm t x 75 mm x 150 mm Rectangular Hollow profile shall be fitted to the truck chassis.
- By means of attachment plate welded to the sub frame & bolted to the truck chassis. Extra reinforcement applied where the crane mounting takes place.
- Complete fabricated steel structure shot blasted & coated with 2 component primer & Painted with PU coating Total DFT 100 Microns. Painted body: Green color.

Crane:

Knuckle boom truck mounted crane Palfinger PK 12000 or Marchesi or Hyva or similar crane with minimum 6 m Hydraulic outreach with a lifting moment of 12 Tonne metre.

Technical specifications (DIN 15018 H1-B3)			hydraulic	
Max. lifting moment	11.6 mt/113.8 kNm	83900 ft.lbs	Outreach	Capacity
Max. lifting capacity	6790 kg/66.6 kN	14970 lbs	1.8 m	6790 kg 5' 11" 14970 lbs
Max. hydraulic outreach	14.6 m	47' 11"	4.5 m	2590 kg 14' 9" 5710 lbs
Maximum outreach	16.6 m	54' 6"	6.1 m	1910 kg 20' 0" 4210 lbs
Slewing angle	420°			

Standard crane		
Slewing torque	1.4 mt/13.7 kNm	10100 ft.lbs
Stabilizer spread standard	4.6 m	15' 1"
Stabilizer spread maximum	6.6 m	21' 8"
Fitting space required	0.78 m	2' 7"
Width folded	2.5 m	8' 2"
Operating pressure	330 bar	4350 psi
Recommended pump capacity by radio remote control and LS-System	from 35 l/min. 7.7 imp.gal./min. to 50 l/min. 11.0 imp.gal./min.	9.2 US gal./min 13.2 US gal./min
Dead weight (without mounting parts, pump and oil)	1380 kg	3040 lbs

- Cranes should have stand-up control so the operator can stand behind the cabin on a platform to operate the crane safely.
- Cranes shall be securely fitted behind the truck cabin with required reinforcements so that the truck chassis or the subframe is not damaged or cracked in due course of operations.

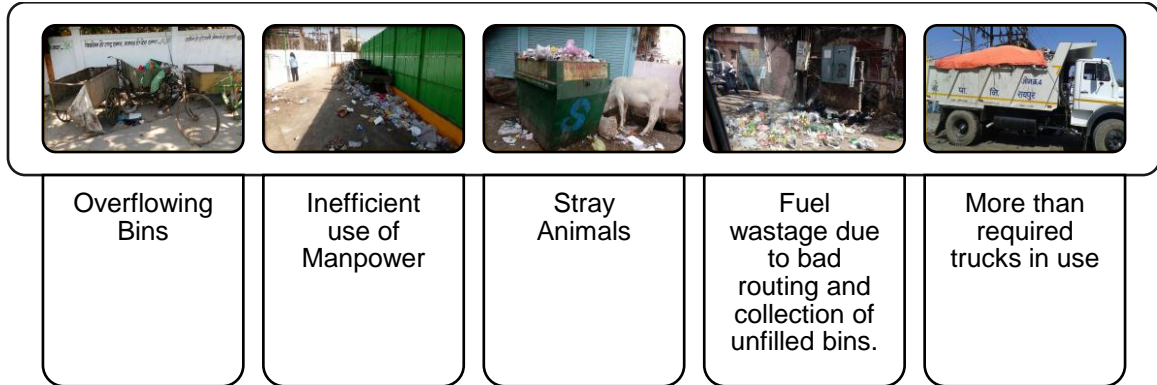
6. Component 5: Project Data Sheet

Disclaimer: The Details provided under this section is for providing basic understanding about the project to the potential tenderers. However, the Tenderers may carry out their independent assessment through site visits and ground level interactions before submitting their quote. Tender inviting authority will not take any responsibility for the authenticity / accuracy of the data provided under this section)

6.1. Under Raipur Smart City Challenge :

Smart city vision for Raipur is: ***“To be an Environmentally Clean, Socially Cohesive, Sustainable & Safe City with responsive Smart Governance framework.”***

6.2. Current Situation of SWM Raipur:



6.2.1. Project Detail:

Raipur Smart City Limited has prepared a proposal for implementation of modern waste collection system with provision of semi underground waste collection bins at designated locations in Raipur. The project is aimed at 3R (Reduce, Reuse and Recycle) principles of waste management with motto “**Clean Raipur**” to create waste free municipal area and provide clean and pollution free environment.

In the project it has been proposed to introduce semi underground waste bin system in 30 locations in Raipur on pilot basis. Under this project temporary 30 no. of location were identified and semi underground waste bins would be placed in such a fashion that no person/citizen in the town has to walk for more than 100 meters to dispose the waste.

Proposed Locations*:

1. Contemporary Art street, Food & Flea Market
2. Ganj Mandi (Urban Plaza & Market)
3. Evening Bazar (Motibagh)
4. Rejuvenation Thematic markets
5. Formal Labor market (Up-gradation of "Chowdi")
6. Vending Zones Market (proposed in scp)
7. Madhavrao Sapre School
8. Rastriya Higher Secondary School
9. Phul Chowk
10. Ravi bhavan
11. Balbir Singh Juneja Indoor Stadium
12. Dhrana Sthal
13. Kotawali triangle
14. Jawahar Bazar
15. Navin bazar
16. Momin pada
17. Nagar nigh Ayurvedic dispensary
18. Shatri bazar Motibag
19. Shatri Bazar End



20. Bhadhai Para
21. Amapara
22. Ramsagar Para
23. Satti Bazar
24. Byron Bazar

- 25. Gurunank Chowk
- 26. Durga Mahavidyalaya
- 27. Budhapara Chowk

- 28. Near Nagar Nigam
- 29. Kankali Hospital (ABD Side)
- 30. Old Bus Stand Road

** Locations are subject to change.

6.2.2. Software Component

Bin level sensors needs to be placed on each semi underground bin and monitored through software and integrated with command control center.
System should generate periodic reports

Section V. Maintenance & Support

The selected bidder is expected to give support and maintenance services for 60 months (5 years) post the implementation of Supply, delivery, installation and O&M of modern underground waste collection bins with binhandling mechanism for municipal solid waste collection at designated locations at Raipur. The support stage after the successful installations of the bins will include mainly the warranty period and post that support and maintenance which will be a total of 5 years.

Bins are underground and hence cleaning, washing, painting and repair work related to bins shall be done weekly. Monitoring of bins is the software component of the solution and it is a hosted one, the online support for the application shall be 24x7 available for any application related queries. As long as the devices are concerned, they would require timely maintenance and requirement based support for the same based on the service levels finalized.

Section VI. Service Level Agreements

1. SLA Objective

The selected bidder shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract. Contractor is required to provide minimum 99.75% overall uptime for components/services, measured quarterly.

2. SLA Matrix

The Contractor shall provide facility management and Annual Maintenance Contract support services as per SLA matrix given below:

3. Service Level Penalties

Sr. No	Service Parameters	Threshold Levels	Condition	Penalty
1	Adherence to the agreed implementation timelines	Max one week	If the delay in the deliverable for each milestone exceeds more than a week without a justified reason agreed and approved by RSCL. The	1 % of the payment to be released on achieving the each milestone as per section III point 3 of this document

			same will be applied for every week delay.	
2	Availability and Reliability of Bin monitoring sensors and application	99.90%	If the downtime exceeds 60min in a month for every 30min. For every month.	0.1% of the quarterly invoices raised to a maximum of 5% will be imposed in event of exceeding the specified.
3	Failure of Vehicle	<24 hours	Over the 0.5% failure per day. For every instance.	0.2% of the quarterly invoices raised to a maximum of 5% will be imposed in event of exceeding the specified.
4	Replacement of a sensor or any other part of the bin (the agency has to ensure adequate spares in order to meet the SLA requirements)	<1 days	For every 2 days delay	0.2% of the quarterly invoices raised to a maximum of 5% as per will be imposed in event of exceeding the specified.
Issue Response & Resolution (Post Implementation of Semi underground bins system)				
1	Severity 1 Issue	Response Time: <= 2 Hrs from the time the call is logged by end user. Resolution Time: <= 8 Hrs from the time the call is logged by end user.	Daily	0.1% of total contract value per day for the first day, 0.20% of total contract value per day every subsequent day, subject to a maximum of 5.0 % post which RSCL may invoke Annulment of the contract.
2	Severity 2 Issue	Response Time: <= 4 Hrs from the time the call is logged by end user. Resolution Time: <= 2 Days from the time the call is logged by end user.	Daily	0.1% of total contract value per day for the first day, 0.20% of total contract value per day every subsequent day, subject to a maximum of 5.0 % post which RSCL may invoke Annulment of the contract.
3	Severity 3 Issue	Response Time: <= 1 Day from the time the call	Daily	0.1% of total contract value per day for the first day,

		is logged by end user. Resolution Time: <= 10 Days from the time the call is logged by end user.		0.20% of total contract value per day every subsequent day, subject to a maximum of 5.0 % post which RSCL may invoke Annulment of the contract.
Issues related O&M				
1	Adherence to the agreed O&M for Bins and sensor	<1 weeks	If delay in maintenance for more than a week	0.2% of the quarterly invoices raised to a maximum of 5% as per will be imposed in event of exceeding the specified.
2	Vehicle and crane service are delayed or failed due to non-availability/shortage of manpower/Machinery.	<48 Hours	If delay in maintenance for more than a week	0.2% of the quarterly invoices raised to a maximum of 5% as per will be imposed in event of exceeding the specified.
3	Non availability of collection of full bins	4 hours	If delay in pick up for more than 4 hours after indication on monitoring system	0.2% of the quarterly invoices raised to a maximum of 5% as per will be imposed in event of exceeding the specified.

4. Notes & Definitions:

- **Severity 1:** The system down impacting critical business functions OR Multiple critical functions down impacting SWM users on daily operations OR any module/ function deemed as highly critical by RSCL
- **Severity 2:** One ISWM module / functionality down impacting critical business functions OR Multiple critical functions down impacting SWM users having a major impact on daily operations.
- **Severity 3:** Loss of business functionality for 5 or more bins impacting day to day operations.
- **Severity 4:** Cosmetic Issues OR Minor functionality down impacting less than 10 bins.
- **Response Time:** Response time is defined as the time the support vendor takes to respond from the time that issue was raised.
- **Resolution Time:** Resolution time is defined as the time the vendor takes to resolve the issue or provide acceptable workaround for the issue.
- The solution should be able to generate reports based on the time taken for resolving issues logged by the users.
- The implementing agency should also have a performance monitoring tool to generate reports for measuring SLA s related to performance and submit those reports on monthly basis. Additionally RSCL may request for transactional data including performance parameters to be reported as required.

- The implementing agency should also have a help desk monitoring tool to generate reports for measuring SLAs related to help desk performance and submit those reports on monthly basis. Additionally RSCL may request for transactional data including performance parameters to be reported as required.

PART C. TENDER FORMS

1. Letter of Tender

Date:---/---/-----

Tender No: -----/RSCL/2017

TITLE: SUPPLY, DELIVERY, INSTALLATION AND O&M OF MODERN SEMI UNDERGROUND WASTE COLLECTION BINS & TIPPER TRUCK WITH CRANE WITH BIN HANDLING MECHANISM .

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender document, including Addenda issued in accordance with Instructions to Tenderer (INSTRUCTION TO TENDERER);
- (b) Our Tender, which consist of the Tender forms as per the list of attachments enclosed with this Letter of Tender, is based on the Instruction to Tenderer and other parts of the Tender document.
- (c) Our Tender shall be valid for a period of 120 days from the date of submission of the Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period. The Tender Inviting Authority is at liberty to extend the validity on mutual agreement for another 60 days.
- (d) We agree to provide the performance security in the event of signing the Contract Agreement;
- (e) We, for any part of the contract, do not have any conflict of interest in accordance with INSTRUCTION TO TENDERER 3.2;
- (f) We are not participating, as a Tenderer in more than one Tender in this Tendering in accordance with INSTRUCTION TO TENDERER 3.2.3;
- (g) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Government of Chhattisgarh or the Tender Inviting Authority;
- (h) We understand that this Tender, together with your written acceptance thereof included in the Letter of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed. We also understand that any addenda or minutes of the negotiation meetings issue by you shall become integral part of our Tender and the Contract Agreement;
- (i) We understand that you are not bound to accept the best evaluated Tender or any other Tender that you may receive;
- (j) We agree that the Tender Inviting Authority can reject any or all the Tender and drop out the Tendering, or reject all the Tender and invite fresh Tender without any liability of whatsoever nature from us;

- (k) We agree to turn over all the equipment, materials, spares as built, operated and maintained by us in a good form, to the Tender Inviting Authority free of cost as stipulated in the Tender document on expiry of the Contract Agreement;
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery; and

Name _ In the capacity of _____

Signed _

Duly authorized to sign the Tender for and on behalf of _____

Dated on __ day of _____, _____

List of Attachments (as applicable):

- EMD (Earnest Money Deposit)
- Processing Fee Receipt / Processing Fee
- Power of Attorney for Signing of Tender

2. Format for Power Of Attorney for Signing Of Tender

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

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Tenderer) do hereby constitute, appoint and authorize Mr. / Ms. -----
----- R/o (name and address of residence) who is presently employed with us and holding the position of ----- as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the Tender of (please state the name and address of the Tenderer) for the “Supply, delivery, installation and O&M of modern semi underground waste collection bins at designated locations in Raipur Municipal Corporation” (the “Project”), including signing and submission of all documents and providing information / responses to RaipurSmart City Limited representing us in all matters in connection with our Tender for the said Project.

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

For

(Signature)

(Name, Title and Address)

Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

3. Form of Performance Guarantee-Bank Guarantee Bond

1. In consideration of the Dehradun Nagar Nigam(hereinafter called "The RSCL.") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said contractor(s)" for the work of _____ (hereinafter called "The said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the bank) hereinafter referred to as "the Bank) hereby undertake to pay to the RSCL. An amount not exceeding Rs. _____ (Rupees _____ only) on demand by the RSCL.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the RSCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the RSCL. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the RSCL. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the RSCL certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of the bank) further agree with the RSCL that the RSCL. shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RSCL. against

the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the RSCL or any indulgence by the RSCL to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the RSCL in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by RSCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ the day of _____ for _____.

(Indicate the name of Bank)

4. Format for Manufacturing Capability and Warranty of Bins

(In the letter head of the Manufacturer)

To:

This is to confirm that, we _____(name of manufacturer) manufacturer of the Semi underground Bins with the specifications provided in the tender document duly amended on _____ (mention the date of amendment), that we shall:

- Manufacture and supply 10 no's 3 Cubic Meter Under Ground Bins
- Manufacture and supply 20 no's 2 cubic meter Under Ground Bins;
- Manufacture the Bins in hot dipped galvanized MS under the applicable European standards as detailed in the Tender document.

We hereby provide warranty that that the said bins shall have a warranty period of 5 (five) years from the date of installation of the bins; and

We confirm that we shall demonstrate our manufacturing and service capabilities upon request of the Bid inviting authority including by organizing a visit to the factory premises at _____ (mention place of production facility).

Signature

(Director of the Manufacturer)

Date:

Place:

Particulars of Tenderer/Consortium Partner

1.	Name of organization	
2.	State/country of incorporation	
3.	Registered address	
4.	Year of incorporation	
5.	Year of commencement of business	
6.	Principal place of business	
7.	Brief description of the organization	
8.	Including details of its main lines of business	

Manufactures authorisation to produce, sell and service the equipment.

Authorized signatory of the Tender

	Name	
	Designation	
	Company	
	Address	
	Phone No. (office) (mobile)	
	Fax No.	
	E-mail address	

Signature of Authorized Signatory
(Seal of Firm)

5. Format for Financial Capability

The following format shall be used for statement of financial capability of Tenderers:

Financial Year	Annual Turnover
2013 – 14	
2014 – 15	
2015 – 16	

Signed:

Authorized Signatory

- The financial year would be the same as the one followed by the Tenderer / Manufacturer for its annual report.
- The Tenderer / Manufacturer shall provide the audited annual financial statements as required for this Tender document. Failure to do so could result in the proposal being considered as non-responsive.
- A certificate from the chartered accountant/statutory Auditor/certified public accountant should be provided as supporting document certifying the Financial Capability as above.

6. Similar Works Successfully Completed by the Tenderer

1. Name of project	
2. Name of client's address	
3. Name, telephone no., fax no. of client's representative	
4. Cost of the project	
5. Start date of Assignment	
6. Final date of Assignment	
7. Brief description of project	

Note:

1. Use separate sheet for each similar work completed.
2. Give detail of all similar work executed during the period under consideration of Tender
3. Attach performance certificate from client, detailing nature of work carried out cost of project as a proof of carrying out assignments.

Signature of Authorized Signatory
(Seal of Firm)

7. Format for Technical Experience

Financial Year	Number of Installation Projects	No of UG/ Semi Bins installed in each year
2013 – 14		
2014 – 15		
2015 – 16		

Signed:

Authorized Signatory

- The financial year would be the same as the one followed by the Tenderer / Manufacturer for its annual report.
- A certificate from the chartered accountant/statutory Auditor/certified public accountant should be provided as supporting document certifying the Technical Experience as above.

8. Eligibility Bid Solvency Certificate from A Scheduled Bank

This is to certify that to the best of my knowledge and information that _____ is a customer of our Bank is respectable and can be treated as good for any engagement upto a limit of Rs. _____.

This certificate is issued without any guarantee or responsibility on the Bank or any of the offices.

(Seal of firm) Bank's Certificate should be in the letter head of the Bank.

(Signature) for the Bank

Annexure A: Letter of Financial Tender

Letter of Financial Tender

Date: ---/---/---

Tender No.:-----/RSCL/2017

TITLE: SUPPLY, DELIVERY, INSTALLATION AND O&M OF MODERN SEMI UNDERGROUND WASTE COLLECTION BINS & TIPPER TRUCK WITH CRANE WITH BIN HANDLING MECHANISM

To: _____

Subject: Financial Proposal

In reference to our Technical Proposal for the Invitation for Tender referred above, we hereby submit our Financial Tender along with all documents as stated in the Instruction to Tenderer.

Our Financial Tender shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Tender and any further extensions given to the validity period of the Tender.

We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Annexure B: Financial Proposal

Part	Activity	Calculation	Unit Cost (Inclusive of all levies & taxes)	Total Quantity	Total Cost
I	Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur) Single Bin System (2.5 cubic meter x 1x10 locations) as per the satisfactory requirement of the Project Implementing agency.	1 x 10 No. of Locations		10	
	Supply, Delivery and Installation of Modern Semi underground Waste Collection bin for Municipal Solid Waste Collection at designated locations in (Raipur) - Twin Bin System (1.5cubic meter x 2x20) locations as per the satisfactory requirement of the Project Implementing agency.	1 x 20 No. of Locations		40	
II	Supply, Delivery and commissioning of Tipper Truck with Chassis GVW12 with cabin and hydraulically controlled tipper body and 10 to 12 ton meter crane (Palfinger, Marchesi, Hyva, HIAB or similar) for collection of MSW- including automatic / remote provision for Bin Handling Mechanism as per the satisfactory requirement of the Project Implementing agency.	1		1	
III	Bin emptying indicator system with RFID tags for each bin, Hardware component on truck to detect RFID tags	1 x 40 (RFID Tags) 1 x 1 (RFID detector)		51	
	Bin Level sensors for each bin	1 x 40 No, of bins		51	
	Bin Monitoring system	1 (Lump Sum)		1	
IV*	O&M Maintenance &Support of the proposed bins, trucks, cranes, bin sensors and monitoring system for 60 months.	Per bin Cost x 50			
	TOTAL				

Note:

The quote shall be inclusive of all taxes, duties or any other charges, as applicable and the prices shall be inclusive of 5 (Five) years warranty period, provision for training of RSCL staff including providing required spare parts to be replaced free of cost, except to the vehicles and cranes. However the collection and transportation of waste from the Bins shall be undertaken by the RSCL.

The quote shall include supply, delivery, transportation, installation of the Bin Units and crane with Bin Handling Mechanism (such as Hooks etc.) on Tipper Truck and as per the Technical Specifications provided in the Tender Documents.

For

Sign:

Name:

(Authorized Signatory)

Annexure C: Conditions Governing the Letter of Award

1. Definitions	Refer Section I: General Conditions of Contract
2. Successful Tenderer's Representative	The Successful Tenderer designates a <i>Project Manager</i> as Successful Tenderer's representative who will be responsible for the coordination of activities under Letter of Award, reporting to the Successful Tenderer and its appointed agencies, for receiving and issuing notices and responsible for delivery of the services.
3. Performance Standards	The Successful Tenderer shall promptly replace any employees assigned under the Letter of Award that the Tender Inviting Authority considers unsatisfactory.
4. Confidentiality	The Successful Tenderer shall not, during the term of the Letter of Award, disclose any proprietary or confidential information relating to the Letter of Award or the Tender Inviting Authority's business or operations without the prior written consent of the Tender Inviting Authority.
5. Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the Successful Tenderer for the Tender Inviting Authority under the Letter of Award shall belong to the Tender Inviting Authority. The Successful Tenderer may retain a copy of such documents. All the material information data preliminary report gathering as part of the preparation shall be transferred in soft copies (in hard copy if Tender Inviting Authority requests).
6. Successful Tenderer Not to be Engaged in Certain Activities	The Successful Tenderer agrees that, during the term of the Letter of Award and after its termination that its personnel shall not undertake any activity that would conflict with the activities assigned to them.
7. Assignment	The Successful Tenderer shall not assign the Letter of Award or sub-contract any portion of it without the Tender Inviting Authority's prior written consent.
8. Law Governing Contract and Language	The Letter of Award shall be governed by the laws of India and the laws framed by the Government of Chhattisgarh, from time to time. The language of the Letter of Award shall be English.
9. Termination of the Contract	The Tender Inviting Authority may, by not less than thirty (30) days' written notice of termination to the Successful Tenderer, terminate the contract if the Operator fails to sign the contract agreement as per the provisions of this document.
10. Successful Tenderer's Actions Requiring Prior Approval	The Successful Tenderer shall obtain the prior written consent from the Tender Inviting Authority for any actions of the Successful Tenderer which will result in public risk and inconvenience, interruption to the functions and services provided by the Tender Inviting Authority.
11. Taxes and Duties	The prices and costs considered by the Successful Tenderer shall include all taxes, duties, and levies as per the applicable law governing the Letter Of Award or the Contract.
12. Dispute Resolution	Any dispute arising out of and during the course of the Contract shall first be amicably settled by mutual consultation. In the event of the failure to reach a mutual settlement, the dispute shall be referred to the Adjudicator appointed by the TENDER SCRUTINY COMMINSTRUCTION TO TENDEREREE. If either of the Party is not satisfied with the decision of the Adjudicator, by giving a written notice of seven (7) days to the other Party, the Party shall invoke arbitration proceedings in accordance with the Indian Arbitration and

	Conciliation Act.
13.Independent Contractor	ATenderer or consortium of Tenderers shall be an independent Contractor performing the work. The Letter of Award or Contract does not create any agency, partnership, joint venture or other joint relationship between the Tender Inviting Authority and Successful Tenderer.
14.Sample Letter of Award	The Tenderer agrees to the Sample Letter of Award as provided in Part 3 (Sample Contract and Forms) of the Tender Document, which shall be the integral part of this Annex D of the Tender.

**PART D. DRAFT CONTRACT AGREEMENT AND
FORM**

A. Letter of Award

(On Letterhead of Tender Inviting Authority)

Ref No.:

Date:

Lender No.:IFT Date__

Tender Title:

Successful Tenderer Name and Address

We are pleased to issue this Letter of Award (“LoA”) in response to your Tender no ____ dated ____ and subsequent negotiations in relation to the “Supply, delivery, installation and O&M of modern semi underground waste collection bins at designated locations in Raipur Municipal Corporation” as envisaged by the Tender Inviting Authority, under the terms and conditions set forth in your Tender and in the LoI hereof.

The Managing Director (“Tender Inviting Authority”), on behalf of and as authorized by Raipur Smart City Limited, intends to enter into a Contract Agreement with you following this LoA.

The Tender Inviting Authority reserves the right to terminate this LoA or decide not to enter into the Contract Agreement in future, in accordance with the Tender conditions.

You are requested to sign and send us a copy of this LoA as a token of your acceptance.

Yours sincerely,

Authorized Signature: _

Name and Title of Signatory: __

Name of Agency:

B. Letter of Acceptance

[Letterhead of the Bid Inviting Authority]

Ref No.:

Date:

LoI No.: ___ LoI Date _____

Bid No.: ___ Bid Date

Bid Title: _____

To: [name and address of the Successful Bidder]

This is to notify you that in accordance with the Letter of Award (“LoA”) and your Bid as referenced above, is hereby approved by us. Following the negotiations, you are hereby invited to sign the Contract Agreement, using for that purpose the Sample Contract and Forms included in Part 3 of the Bid Documents.

You are requested to furnish the stipulated Performance Security in accordance with the Bid conditions and in the format enclosed with the Bid Document.

In the event you fail to sign the Contract Agreement or furnish the Performance Security within the stipulated time in accordance with the Bid conditions, the Letter of Award issued on you stands terminated and the EMD provided by you shall be forfeited, after providing due notice. In such event, we will engage the next best Bidder without any liability of whatsoever nature from you.

Upon signing, the Contract Agreement shall supersede the Letter of Award, your Bid and all communications and agreements that are not included in the Contract Agreement.

You are requested to sign and send us a copy of this letter as a token of your acceptance.

Yours sincerely,

Authorized Signature: _

Name and Title of Signatory: __

Name of Agency: _____

C. Contract Form: Contract Agreement

This Contract Agreement (the “**Agreement**” or the “**Contract**”) is made and entered into between < **Company Name**> (“Successful Tenderer”), having its principal offices at < **Address**>, < **Company Name**> and

< Raipur Smart City Limited> (“RSCL”).

WITNESSETH

WHEREAS, RAIPUR SMART CITY LIMITED desires to undertake the project involving the “Supply, delivery, installation and O&M of modern semi underground waste collection bins at designated locations in Raipur Municipal Corporation”;

WHEREAS, Successful Tenderer is engaged in the business of [●];

WHEREAS, the Raipur Smart City Limited is a SPV for Smart City Implementation that select the Successful Tenderer, negotiate and sign the Contract, and administer all contractual responsibilities on their behalf;

WHEREAS, Successful Tenderer has submitted a response to the Tender Inviting Authority pertaining to the Supply, delivery, installation and O&M of modern semi underground waste collection bins at designated locations in Raipur Municipal Corporation ; and

WHEREAS, Tender Inviting Authority relying on the Tendersubmitted by the Successful Tenderer and based on the representations made by the Successful Tenderer issued Letter of Acceptance to the Successful Tenderer and the parties have hence agreed to execute this Contract.

THEREFORE, the parties agree as follows:

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- Schedule A: Letter of Acceptance
- Schedule B: Key Technical and Financial Schedules
- Schedule C: Conditions of Contract (Section 1 &2)
- Schedule D: Supplementary Information, if any

IN WITNESS HEREOF, the parties below execute this Agreement.

Successful Tenderer

Date

RAIPUR SMART CITY LIMITED

Date

ATTACHMENTS:

- Schedule A: Letter of Acceptance
- Schedule B: Key Technical and Financial Schedules
- Schedule C: Conditions of Contract (Section 1 &2)
- Schedule D: Supplementary Information, if any

Schedule A. Letter of Acceptance

[Enclose a copy of the Letter of Acceptance, Letter of Award and Letter of Tender]

Schedule B. Key Technical and Financial Schedules

SECTION 1. TECHNICAL DETAILS

1. Technical proposal as approved by the Tender Inviting Authority

SECTION 2. FINANCIAL DETAILS

1. Financial Proposal as approved by the Tender Inviting Authority

Schedule C. Conditions of Contract

SECTION-1: GENERAL CONDITIONS OF CONTRACT

A. Contract and Interpretation

1. Definitions

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

- (a) **“Baseline Conditions”** means the conditions prior to implementation of the Project, which will be used as a basis for verification of the actual conditions in the identified zones of the Municipality.
- (b) **“Tender Conditions”** means the Instruction to Tenderer, Tender Forms, and Sample Contract and Forms, any minutes of the meetings, addendums thereto or any other document issued in pursuance to the Tender Documents in connection with this Tender.
- (c) **“Installation”** means setting up of all the Modern Collection Systems or any part thereof by the Successful Tenderer.
- (d) **“Contract”** means this Contract Agreement entered into between the Raipur Smart City Limited and the Successful Tenderer, together with the Contract Documents and the Letter of Award referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (e) **“Contract Documents”** means the documents listed in Form of Contract Agreement (including any amendments thereto).
- (f) **“Contract Period”** means the period for which this Contract is valid, starting from the date of execution of the Contract and ending on the expiry of the Performance Period. In case of any extension of the Construction Completion Date, the Contract Period shall be equally extended without reducing the Performance Period.
- (g) **“Successful Tenderer’s Equipment”** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Modern Collection Systems that are to be provided by the Successful Tenderer.
- (h) **“Successful Tenderer’s Representative”** means any person nominated by the Successful Tenderer and approved by the Tender Inviting Authority.
- (i) **“Day”** means calendar day of the Gregorian calendar.
- (j) **“Warranty Period”** or **“Defects Liability Period”** means the period of validity of the warranties given by the Successful Tenderer commencing at Completion of the Performance Period, during which the Successful Tenderer is responsible for defects with respect to the Modern Collection Systems (or the relevant part thereof)
- (k) **“Effective Date”** means the date of fulfilment of all conditions in the Form of Contract Agreement, for the purpose of determining the Construction Completion Date.
- (l) **“CC”** means the Conditions of Contract hereof.
- (m) **“Month”** means calendar month of the Gregorian calendar.
- (n) **“Operational Acceptance”** means the acceptance by Raipur Smart City Limited of the Modern Collection Systems (or any part thereof), which certifies the Successful Tenderer’s fulfilment of the Contract in respect of technical standards.
- (o) **“Performance Period”** means the period for which the Successful Tenderer shall mean a period of five years commencing from the Completion Date.
- (p) **“Tender Scrutiny Committee”** means the committee named in the Tender Data Sheet or as amended by the Tender Inviting Authority from time to time, having authorities as defined there in.
- (q) **“Project Manager”** means the person appointed by the Successful Tenderer and named to perform the duties delegated by the Successful Tenderer.

- (r) **“Site or Project Area”** means the land and other places upon which the Modern Collection Systems are to be stored for the purpose of assembling, and such other land or places as may be specified in the Contract / or as temporarily allocated by the Tender Inviting Authority as forming part of the Site.
- (s) **“Sub-contractor”** shall mean and include vendors and sub-contractors to whom execution of any part of the Modern Collection Systems, including preparation of any design or supply of the Modern Collection Systems, is sub-contracted by the Successful Tenderer, and includes its legal successors or permitted assigns.
- (t) **“Completion Date”** means the date on which Raipur Smart City Limited certifies that all the Modern Collection Systems are erected and installed at the identified locations.
- (u) **“Termination Value”** means the amount Raipur Smart City Limited may pay to Successful Tenderer after the first anniversary of Completion Date to terminate this agreement for convenience. This amount shall be the total price less any payments already made.
- (v) **“Third Party”** means any entity other than the Parties to the Contract.
- (w) **“Construction Completion Date”** means the time period from the date of issue of Letter of Acceptance till the Completion Date including any reasonable extension of time as accepted by Raipur Smart City Limited.
- (x) **“Modern Collection Systems”** means the modern garbage bins that are to be designed and installed by the Successful Tenderer in terms of this Contract.
- (y) **“Project”** means the implementation of Modern Collection Systems with Truck and Cranes and implementation of the Bins and Bin level sensors and Monitoring System.

2. Contract Documents

- 2.1. All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 2.2. Effectiveness: The Contract shall become effective from date of signing.

3. Interpretation

3.1. Language

- 3.1.1. The ruling language of the Contract shall be English.
- 3.1.2. The language for communications shall be English

3.2. Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3. Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.4. Persons

Words importing persons or parties shall include firms, Raipur Smart City Limited and government entities.

3.5. Entire Agreement

The Contract constitutes the entire agreement among the Tender Inviting Authority, Raipur Smart City Limited and Successful Tenderer with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) that are not included in the Contract.

3.6. Amendment

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

3.7. Independent Contractor

The Successful Tenderer shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Successful Tenderer shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-contractors engaged by the Successful Tenderer in connection with the performance of the Contract shall be under the complete control of the Successful Tenderer and shall not be deemed to be employees of the Raipur Smart City Limited, and nothing contained in the Contract or in any subcontract awarded by the Successful Tenderer shall be construed to create any contractual relationship between any such employees, representatives or Sub-contractors, the Raipur Smart City Limited.

3.8. Non-Waiver

3.8.1.No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.8.2.Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.9. Severability

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

4. Notices

4.1. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party.

4.2. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

5. Governing Law

5.1. The Contract shall be governed by and interpreted in accordance with the Indian laws and shall be subject to the jurisdiction of the courts in Raipur.

6. Settlement of Disputes

6.1. Mutual Consultation

6.1.1.If any dispute of any kind whatsoever shall arise between the Tender Inviting Authority/ Raipur Smart City Limited and the Successful Tenderer in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Contract—whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the

parties shall seek to resolve any such dispute or difference by mutual consultation by taking professional opinion from a Third Party.

6.2. Adjudicator

6.2.1. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

6.3. Arbitration

6.3.1. If either the Tender Inviting Authority or the Successful Tenderer is dissatisfied with the Adjudicator's decision give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

6.4. Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration.

6.4.1. Arbitration proceedings shall be conducted in accordance with the Indian laws.

6.4.2. The Arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the RSCL and the Successful Tenderer. The third arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators to reach upon a consensus within a period of 30 days from the appointment of the arbitrator, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.

6.5. Notwithstanding any reference to the Adjudicator or arbitration herein the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

7. Successful Tenderer's Responsibilities

7.1. The Successful Tenderer shall supply and install the Modern Collection Systems with due care and diligence as per best industry practice and in accordance with the provisions of the Contract.

7.2. Supply and Installation of Modern Collection Systems

- a) The Successful Tenderer shall supply and install the Modern Collection Systems as per the provisions of this agreement.
- b) Within fifteen (15) days of the issuance of the Letter of Acceptance or any other date as further approved by the Tender Inviting Authority, the Successful Tenderer shall prepare and submit the installation plans to the Raipur Smart City Limited for review and approval prior to beginning of the installation of Modern Collection Systems.
- c) The Successful Tenderer shall be responsible for quality control during the installation of the Modern Collection Systems. Successful Tenderer shall inspect and test all work performed to ensure compliance with Contract requirements. Successful Tenderer shall maintain all necessary records and data of inspections and tests, including any conducted by or for a utility or other regulatory agencies. The Successful Tenderer shall also give the Project Scheduling Plans (Bar Charts) for the implementation and installation of Modern Collection Systems.
- d) The Successful Tenderer shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of Raipur Smart City Limited, by giving a notice of such disclaimer.
- e) Codes and Standards: Wherever references are made in the Contract to codes and standards in accordance with the most relevant Indian and International standards as applicable and acceptable to Raipur Smart City Limited.
- f) Any disputes related to the specifications, codes and standards shall be referred to the Adjudicator.

- g) Upon the successful installation of the Modern Collection Systems and Trucks and Cranes with Hooks the Successful Tenderer shall implement the Bins as per the terms of this Contract.
- h) The Successful Tenderer shall also provide a 5-year comprehensive warranty for the Modern Collection Systems wherein he shall be responsible for the repair / rectification/ replacement of malfunctioning components occurring due to events other than normal wear and tear and unauthorized or improper handling during operation and maintenance.
- i) The Successful Tenderer shall appoint 1 (one) site engineer to maintain and provide all the required services and repairs for the Modern Underground Waste Collection System during the warranty/service period. The Successful tenderer must also stock requisite spares needed to replace and repair during the warranty/service period.
- j) The Successful Tenderer shall also make sure that any fault arising in Modern Underground Waste Collection System during the warranty/service period must be attended within 24 hours from the time of receiving of the complaint.

7.3. Notice of Completion

The Successful Tenderer shall notify to Raipur Smart City Limited in writing when the Modern Collection Systems are installed and substantially complete by submitting a Notice of Completion and a written request for inspection. The request shall identify the location of Modern Collection Systems, the planned inspection of the Modern Collection Systems to verify performance, and recommended dates for inspection. Upon receipt of the request from Successful Tenderer Raipur Smart City Limited shall inspect the Modern Collection Systems installations. Raipur Smart City Limited's representatives and Successful Tenderer representatives will simultaneously inspect the Modern Collection Systems to facilitate mutual agreement on satisfactory completion of the installation of Modern Collection Systems. Following satisfactory inspection report given by the representatives of the Raipur Smart City Limited a Certificate of Completion shall be issued by the Raipur Smart City Limited.

7.4. Procurement of Modern Collection Systems

The Successful Tenderer shall undertake all the necessary procurement of the Modern Collection Systems for the Project.

7.5. Installation and Operational Acceptance

The date of installation of the Modern Collection Systems or any part thereof shall be taken as the date of issue of the Certificate of Completion, inspection and acceptance.

- 7.6. The Successful Tenderer shall comply with all applicable law in force. The Successful Tenderer shall indemnify and hold harmless Raipur Smart City Limited from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Successful Tenderer or its personnel, including the Subcontractor and their personnel.

7.7. Project Office

The Successful Tenderer shall arrange project office at each ULB for executing the work and related operations at each place at his own cost.

8. Raipur Smart City Limited's Responsibilities

- 8.1. Raipur Smart City Limited shall be responsible for acquiring and providing the physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way and clearing the various obstructions including the utilities like pipelines and electricity cables both under and above the ground. Raipur Smart City Limited for implementation shall give full possession of and accord all rights of access thereto the Successful Tenderer.

8.2. Review and Approval

Raipur Smart City Limited shall review and reply to Successful Tenderersubmitted materials (that is, Modern Collection Systems installation plans, commisioning reports, maintenance recors, all reports etc.) within 15 days of receipt by the Raipur Smart City Limited.

8.3. Project Office

Raipur Smart City Limited shall not be providing a project office within its premises or any other property in its possession for the operator to carry out his operations.

8.4. Designated Officer

Raipur Smart City Limited shall designate one of its officials as the Designated Officer for reviewing and approving various project components.

8.5. Information, Education and Communication (IEC) Activities

Raipur Smart City Limited shall carry out necessary information, education and communication activities through various IEC materials viz., pamphlets, posters, street plays, radio jingles, rally, competitions, video films etc., to motivate the residents on segregation of waste and also to impart the knowledge on waste management , cleanliness, public health and environment.

9. Payment

9.1. Raipur Smart City Limited shall pay the price quoted and approved for the supply and installation of the Modern Collection System as per the payment terms stated in the Tender Documents.

9.2. Raipur Smart City Limited shall be entitled to deduct TDS as per the provisions of the Income Tax Act 1961, as amended from time to time, from the payments made to the Successful Tenderer.

10. Performance Security

10.1. The Successful Tenderer shall provide the performance securities specified stated in the TENDER DATA SHEET in favor of Raipur Smart City Limited at the time, and in the amount, manner and form specified. The security shall be denominated in Indian Rupees and shall be in one of the forms of bank guarantees provided in the Tender documents, as stipulated by Raipur Smart City Limited.

10.2. In case of extension of the Contract Period, the Successful Tenderer shall extend the period of validity of the performance security.

10.3. The Performance Security shall be released on completion of one year of implementation of the project.

11. Taxes and Duties

11.1. Except as otherwise specifically provided in the Contract, the Successful Tenderer shall bear and pay all taxes, duties, levies and charges assessed on the Successful Tenderer, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the Modern Collection Systems.

12. Confidential Information

12.1. Raipur Smart City Limited and the Successful Tenderer shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Successful Tenderer may furnish to its Sub-contractor(s) such documents, data and other information it receives from Raipur Smart City Limited to the extent required for the Sub-Contractor(s) to

perform its work under the Contract, in which event the Successful Tenderer shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Successful Tenderer.

12.2. The obligation of a party, however, shall not apply to that information which

- now or hereafter enters the public domain through no fault of that party
- can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

12.3. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Modern Collection Systems or any part thereof.

12.4. The provisions of this shall survive termination, for whatever reason, of the Contract.

13. Representatives

13.1. The Successful Tenderer shall appoint a Successful Tenderer's Representative ("Project Manager") at least a week in advance from the commencement of work, after obtaining prior approval from Raipur Smart City Limited. All notices, instructions, information and other communications given by the Successful Tenderer to Raipur Smart City Limited under the Contract shall be given by the Project Manager, except as herein otherwise provided.

14. Staff Safety

The Successful Tenderer shall provide the necessary safety gears to its staff including reflective jackets, gloves, mask, safety boots etc to facilitate a safe working environment.

15. Emergency Work

15.1. If by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Modern Collection Systems, the Successful Tenderer shall immediately carry out such work.

16. Force Majeure

16.1. "Force Majeure" shall mean any event beyond the reasonable control of the Parties, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war,
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts,
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority,
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague,
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,
- (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

- 16.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 16.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
- 16.4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.
- 16.5. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall constitute a default or breach of the Contract, if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 16.6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than fifteen (15) days or an aggregate period of more than thirty(30) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution.

17. Change in Scope of Tender

- 17.1. Raipur Smart City Limited shall have the right to instruct and issue an order from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Project (hereinafter called "Change"), provided that such Change falls within the general scope of the Project and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Project and the technical compatibility of the Change envisaged with the Project as specified in the Contract.
- 17.2. The Successful Tenderer may from time to time during its performance of the Contract propose to Raipur Smart City Limited any change that the Successful Tenderer considers necessary or desirable to improve the quality, efficiency or safety of the Modern Collection Systems.
- 17.3. Changes in the Contract shall not be made without the prior written approval of Raipur Smart City Limited. In case upon the issuance of the order for any change Raipur Smart City Limited in its sole discretion finds it necessary for a change in Construction Completion Date or an increase in the contract price it shall issue written instructions in this regard.
- 17.4. Any Change in the quantum of Modern Collection Systems shall ordinarily be only to the extent of one hundred (100%) per cent of the total quantities fixed at the time of signing this Contract. Provided however, the Tender Inviting Authority shall have the unfettered right to order additional numbers of Modern Collection Systems from the Successful Tenderer at the same cost, terms and conditions as is agreed upon between the parties during the signing of the Agreement. In such an event, no fresh Tender will be required to be issued by the Tender Inviting Authority for such additional procurement.
- 17.5. The Tender Inviting Authority, from time to time, may require the Successful Tenderer to perform certain additional tasks which may be outside the specified scope of the Tender. The Tenderer shall be willing to perform such tasks and claim the costs so incurred along with the subsequent monthly bill.

18. Termination

18.1. The Tender Inviting Authority/ Project Implementing Agency or the Successful Tenderer can terminate this Contract by giving a notice in advance of not less sixty (60) days. Upon receipt of the notice of termination, the Successful Tenderer shall either immediately or upon the date specified in the notice of termination shall:

- (a) cease all further work, except for such work as Raipur Smart City Limited may specify in the notice of termination for the sole purpose of protecting that part of the Modern Collection Systems already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to Raipur Smart City Limited pursuant to paragraph (d) (ii) below
- (c) remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- (d) In addition, the Successful Tenderer shall:
 - (i) deliver to Raipur Smart City Limited the Modern Collection Systems executed by the Successful Tenderer up to the date of termination.
 - (ii) to the extent legally possible, assign to Raipur Smart City Limited all right, title and benefit of the Successful Tenderer to the Modern Collection Systems as of the date of termination, and, as may be required by Raipur Smart City Limited, in any subcontracts concluded between the Successful Tenderer and its Sub-contractors.
 - (iii) deliver to Raipur Smart City Limited all non-proprietary drawings, specifications and other documents prepared by the Successful Tenderer or its Sub-contractors as at the date of termination in connection with the Modern Collection Systems.
- (e) Termination Value: Upon termination, Raipur Smart City Limited shall take over the Modern Collection Systems and spares and pay to the Successful Tenderer the termination value of the Modern Collection Systems equivalent to the quoted value after adjusting for all the payments made towards the value of the products supplied till the date of termination.

18.2. Termination for Successful Tenderer's Default

18.2.1. Raipur Smart City Limited, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Successful Tenderer:

- a) if the Successful Tenderer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Successful Tenderer takes or suffers any other analogous action in consequence of debt
- b) if the Successful Tenderer assigns or transfers the Contract or any right or interest therein without prior consent from the Municipality.
- c) if Raipur Smart City Limited determines that the Successful Tenderer has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then Raipur Smart City Limited may, after giving 30 days' notice to the Successful Tenderer, terminate the Successful Tenderer's Contract.

For the purposes of this Sub-Clause:

- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts

- to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “Obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights.
 - (a) If the Successful Tenderer
 - (i) has abandoned or repudiated the Contract.
 - (ii) has without valid reason failed to commence work on the Modern Collection Systems promptly or has suspended the progress of Contract performance for more than twenty one(21) days without providing any justification, after receiving a written instruction from Raipur Smart City Limited to proceed.
 - (iii) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
 - (iv) Refuses or is unable to provide sufficient materials, services or labor to execute, complete, and operate and maintain the Modern Collection Systems.
 - (v) Fails to obtain all necessary statutory licenses, clearances or permits obtained by the Successful Tenderer in a reasonable time or such licenses are revoked.
 - (vi) Fails to provide the performance security and insurance coverage within the time stated in the Contract.
 - (vii) Fails to perform the Emptying Services as per the terms of this Contract.

18.2.2. Payment upon termination for Successful Tenderer’s default

Upon termination, Raipur Smart City Limited shall pay to the Successful Tenderer the sums which are payable to the Successful Tenderer until then as per the Contract based on the products supplied till the date of the termination as well as any other outstanding dues on the services delivered. Raipur Smart City Limited will retain all the Modern Collection Systems supplied and installed as part of this contract as thereof.

18.3. Termination for Raipur Smart City Limited’s Default

18.3.1. If

- (a) Raipur Smart City Limited has failed to pay the Successful Tenderer any sum due under the Contract without just cause after repeated request by the Successful Tenderer

18.3.2. Payment on termination for Raipur Smart City Limited's default

Upon termination, Raipur Smart City Limited shall pay to the Successful Tenderer the entire sum payable to the Successful Tenderer for the duration of the Contract Period towards the implementation of the Project.

18.3.3. Raipur Smart City Limited shall not forfeit the performance security provided by the Successful Tenderer in event of termination of Contract for Raipur Smart City Limited's default.

19. Assignment

19.1. The Successful Tenderer shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Successful Tenderer shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

19.2. Any transfer, sale or merger of the selected firm or acquisition by other firm with/without liabilities that may affect the contract directly and indirectly shall not be allowed. Similarly the Successful Tenderer cannot authorize anybody else other than the one indicated herein to receive payment as agreed upon for the duties performed under this contract.

20. Indemnities

20.1. The Successful Tenderer and Raipur Smart City Limited shall indemnify, defend and hold each other harmless from any and all claims, actions cost, expenses, damages and liabilities including the attorney's fees, arising out of connected with or resulting from sole negligence or willful misconduct of that party's employees or agents.

20.2. However neither Party shall indemnify the other against the claims, damages, expenses or liabilities resulting from alleged, claimed or concurrent negligence or misconduct of the other party.

20.3. The Successful Tenderer shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise

20.4. The Successful Tenderer shall be responsible for damages or injury caused by the Successful Tenderer agents and employees in the course of their employment to the extent that the Successful Tenderer's liability for such damage or injury has been determined by a court or tribunal or otherwise agreed to by the Successful Tenderer, and the Successful Tenderer shall pay for such damages and injury to the extent permitted by prevailing laws in India.

21. Representations and Warranties

21.1. Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, necessary to execute and deliver this Contract and to perform its obligations;
- (b) Its execution, delivery, and performance of this Contract has been duly authorized by, and is in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories and constitutes its legal valid and binding obligation;
- (c) Its execution, delivery, and performance of this Contract will not result in a breach or violation of or constitute a default under any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound to be affected; and

- (d) It has received no notice, nor to the best of its knowledge is there pending or threatened any notice, decree, award, permit, or order that would materially adversely affect its ability to perform hereunder.

22. Change in law

- 22.1. If as a result of change in Law, the Successful Tenderer suffers a reduction in net after tax return the aggregate financial effect of which exceeds 2.5% of his projected profits or if the Successful Tenderer enjoys an increase in net after tax return the aggregate financial effect of which exceeds 2.5%, in any Accounting Year, the Successful Tenderer may notify Raipur Smart City Limited and propose amendments to this Contract so as to put the Successful Tenderer in the same financial position in terms of net after tax return as it would have occupied had there been no such change in Law.
- 22.2. Upon notification by the Successful Tenderer as aforesaid, the Parties shall meet as soon as reasonably practicable as but not later than 30 (thirty) days and agree on amendments to the rates to implement the foregoing.
- 22.3. Provided that if no contract is reached as aforesaid by the Parties within 60 (sixty) days of the meeting pursuant to this Clause the Successful Tenderer may by notice in writing require Raipur Smart City Limited to pay in an amount that would put the Contractor in the same financial position it would have occupied had there been no such change in Law resulting in reduction in net after tax return as aforesaid.
- 22.4. If Raipur Smart City Limited or the Successful Tenderer shall dispute the quantum of such compensation claims of the Successful Tenderer or Raipur Smart City Limited, the same shall be finally settled in accordance with the Dispute Resolution Procedure.”

SECTION 2: TERMS AND CONDITIONS FOR GOODS AND SERVICES

GENERAL PROVISIONS

1. Ownership Of Installed Modern Collection Systems

- 1.1. All Modern Collection Systems including the bins and the associated civil works installed by the Successful Tenderer will become the property of Raipur Smart City Limited after the completion of the payments quoted in the Part I of the financial proposal and the Successful Tenderer shall not have any claim on these assets subsequently.

2. Protection of Lien Holder's Interest

- 2.1. The Tender Inviting Authority recognize that project financing associated with **Successful Tenderer** performance on the contract may be accomplished using third party financing, and as such, may be secured by a security interest in this contract and the Successful Tenderer equipment or facilities referred to herein. To protect any lien holder's interest, the **Successful Tenderer** may be required to assign to its lenders, some or all of its rights under this contract, which will be null and void after the completion of the entire payment as quoted under the Part I of the financial proposal.
- 2.2. Raipur Smart City Limited will consider:
 - 2.2.1. Requests by lenders or lien holders for copies of any cure or show-cause notice issued to Successful Tenderer;
 - 2.2.2. Requests by lenders or lien holders for extension of response time to cure or show cause notices;

3. Responsibility for Successful Tenderer-Installed Equipment:

The **Successful Tenderers** should not modify, replace, or change the systems and equipment during the Contract from that originally approved. However, some change may be allowed as per the site conditions and reason beyond control of all the parties, but after the prior approval of Managing Director, Raipur Smart City Limited, Raipur. Any proposed modification, replacement, or change should require notification and coordination with and approval of the Tender Inviting Authority. Any such modification, replacement, or change of systems or equipment shall be performed by the Successful Tenderer at **NO COST** to Raipur Smart City Limited and shall not interfere with Raipur Smart City Limited's operation. However, the costs incurred for implementing any modification or improvement as required by Raipur Smart City Limited shall be claimed along with the subsequent bill submitted to Raipur Smart City Limited.

4. Project site access

Raipur Smart City Limited shall provide access to the premises for Successful Tenderer and its sub-contractors during regular business hours, or such other hours as may be requested by Successful Tenderer and acceptable to Raipur Smart City Limited, to install, maintain or operate the assets.

5. Protection of Property:

The Successful Tenderer shall take all necessary precautions during the progress of the work to protect the installed waste bins and notify RSCL.

6. Changed or Unusual Conditions

If an unexpected condition at the work site is encountered, the Tender Inviting Authority may, in its discretion, issue a Modification and modify the scope of existing contract with the Successful Tenderer, including such equitable adjustment as may be agreed upon between the parties.

7. Operation and Maintenance of Installed Modern Collection Systems and Emptying Services.

The Successful Tenderer shall train Municipality personnel's as required to operate, maintain, and repair Modern Collection Systems as required for daily operation and in the event of emergencies.

Training for Raipur Smart City Limited Personnel for Operation and Maintenance of Installed Modern Collection Systems and Emptying Services.

8. Extension of Time

In case the work is delayed by:

- a. Force Majeure, or
- b. Abnormally bad weather
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- e. Any other cause, which, in the absolute discretion of the Tender Inviting Authority is beyond the Successful Tenderer's control

Then upon the happening of any such above mentioned event causing delay, the Successful Tenderer shall immediately give notice in writing to the contracting officer and may request for the extension of time on that account. The Successful Tenderer may also, if predictable, indicate the period for which extension is desired.

The Tender Inviting Authority may give a fair and reasonable extension of Construction Completion Date of the work, and the decision of the Tender Inviting Authority in this regard shall be final and binding upon the Successful Tenderer.

9. Compliance with Labour Regulations

The Successful Tenderer and consortium partners (if any) shall adhere by all existing and future labour enactments and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour law.