

TENDER DOCUMENT

4th Call For
Request for Proposal (RFP) for Selection of Developer
for Improvement of Façade and parking for Shaheed Smarak
in Raipur – Chhattisgarh including Conceptualization,
Designing and Implementation.



RFP Number: 59/RSCL/2018

Date: 03-02-2018

Last Date of Submission: 13-02-2018

Invited by:
Managing Director
Raipur Smart City Limited (RSCL),
Chhatrapati Shivajee Maharaj Outdoor Stadium,
Near Viveknand Sarovar,
Raipur- 492001. Chhattisgarh

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

NIT NO: 59/RSCL/2018,

DATED: 03/02/2018

Online bids are invited for the following of works up to **13/02/2018 at 17:30 hours.**

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount	EMD Amount	Time Period
1		4 th Call for Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.	308.26 Lakh	2.31 Lakh	06 Months (including Development Period)

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> and website of Raipur Smart City Limited <https://www.smartcityraipur.org> from 03/02/2018 17:30 Hours (IST) onwards up to 13/02/2018 up to 17:30 Hrs.

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

NOTE: -

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

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

OFFICE OF THE RAIPUR SMART CITY LIMITED
Notice Inviting Tender

MD, RSCL invites Online Tenders on behalf of Raipur Smart City Limited on GoCG e-Procurement System <http://eproc.cgstate.gov.in> from Contractor/firms/institutions having Experience for similar work.

Sr No	System Tender No.	Name of Work	Tender Amount	Earnest Money Deposit	Eligible Class of Contractor / Firm	Time Period	Cost of RFP Document
1		4 th Call for Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.	308.26 Lakh	2.31 Lakh	Open to All Eligible Bidders	06 Months (including Development Period)	Rs. 5,000 /-

- In order to participate in the tenders floated using the e-Procurement System, all Operator s/bidders are required to get enrolled on the e-Procurement portal.
- The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered Operator s may obtain information required to issuance of Digital Certificate from **e-Procurement System Help Desk, Toll Free No. 1800 419 9140** or through Email ID helpdesk.eproc@cgswan.gov.in
- For submitting the bids online, the Operator s/bidders are required to make online payment (**for E-Proc processing Fee and Cost of RFP document**) using the electronic payments gateway service. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
- Tender Download, Submit Bid online, EMD and other Documents and other activities will be governed by the time schedules given under “**Date-Time Detail(s)**”.
- Tender Fee/Cost of RFP document is to be submitted online only
- Submission of documents as per Envelope A & B as given elsewhere in the RFP. will be accepted by Hand Delivery, Speed Post or Registry. Online payment receipt for (i) Cost of RFP document (ii) Online payment receipt for EMD or FDR/Demand Draft in favour of MD, Raipur Smart City Limited, Raipur payable at Raipur (C.G.) will be submitted at Office of the Raipur Smart City Limited up to dated 15/02/2018 up to 17.30 hrs.
- Financial Bid is to be submitted online only. If financial bid is found in hard copy, Bidder’s bid shall be deemed to be rejected.
- Conditions related to e-Procurement are furnished in Annexure O of tender document and will overrule other conditions wherever applicable/relevant.

9. The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials online as required in the tender in the online templates in relevant envelopes.
10. The Bidders may refer Help Manual available online to perform their online activities.
11. If there is any amendment in the tender it will be published online only.
12. It is essentially to submit Affidavit worth Rs. 100/- and

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

KEY DATES

Sr. No.	RSCL Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date From		03-02-2018	17:30
	To		13-02-2018	17:30
2	Bid Due Date	Online submission	13-02-2018	17:30
3		Physical Doc Submission End Date	15-02-2018	17:30
4	Technical Bid Opening Date (Scheduled)		16-02-2018	11:00

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

CONTENTS

Guidelines for e-tendering	6
Section 1 – Bidding Data	9
Section 3 – Scope of Work.....	39
Section 4 - Technical Proposal - Standard Forms.....	52
Section 5. Financial Proposal	74
Section 6 – General Conditions of Contract	77
Section 7: Special Conditions of Contract	98
Section 8: Forms of Securities and Other Formats	108

Annexure O

Guidelines for e-tendering

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

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

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

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

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

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

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

2. Digital Certificates:

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

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

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

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

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

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall

be the responsibility of management /partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

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

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

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

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

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

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

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

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

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

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either through online payment gateway or in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the reference details online.

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

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

11. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding,

this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

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

Section 1 – Bidding Data

Tender Notice No.	59/RSCL/2018
Organization Name	Raipur Smart City Limited (RSCL)
Name of Work	Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.
Tender Type	Lump sum Contract
Bidding Type	Open, National Competitive Bidding
Bid Call	4 th Call
Type of Contract	Single Work
Bidding Currency	Single - Indian National Rupees
Estimated Cost Put to Tender	Rs. 3,08,26,162/-
Joint Venture	Not Allowed
Associate	Allowed
Contract Period	06 Months
Qualifying Criteria	<p>Open to all eligible bidders subject to meeting qualification criteria given below.</p> <ul style="list-style-type: none"> • Turn Over - The average annual financial turnover during the last 3 years ending 2016-17 should not be less than Rs . 300.00 Lakhs. • Solvency certificate from Nationalized/Scheduled Banks (Except Co-operative Banks) for Rs. 123.30 Lakhs not older than six months as on the last date of online submission of the bid. • Technical Qualifying Criteria: The Bidder Must have completed at least one Similar Nature of work for Government, Semi Government or PSU Projects costing 247.00 Lakh (i) Building Works OR (ii) Area development projects with minimum area 8720.00 Sqm. • Similar nature of work - Work conforming to criteria given in ‘D’ above and involving following components. <p>Architectural Finishes (Flooring & Painting) in new building works or upgradation of existing building structure</p> <p>Landscaping or Street Furniture</p> <p>Electrical including Area lighting</p> <p>General Civil Works</p>

Downloading of Tender Documents	From 03/02/2018 17.30 Hrs to 13/02/2018 up to 17:30 Hrs.
Pre-Bid Meeting Date & Time	No Pre-Bid Meeting
Last date of online submission of Tender documents & website	On or before date 13/02/2018 upto 17:30 hrs https://eproc.cgstate.gov.in
Submission of Online payment receipt against Tender Fee, Online payment receipt of EMD or DD/FDR of EMD in Hard Copy as mentioned in RFP Document.	Up to 15/02/2018 till 17.30 hrs at the Office of "Managing Director Raipur Smart City Limited (RSCL), Chhatrapati Shivajee Maharaj Outdoor Stadium, Near Viveknand Sarovar, Raipur- 492001. Chattishgarh, by Hand Delivery / R.P.A.D. / Speed post.
Opening of Bid (Online) & PQ documents submitted electronically	If possible on 16/02/2018 at 11:00 hrs.
Bid validity period	120 (one hundred and twenty) days from the last date of online submission of Bid
Cost of RFP Document	Rs. 5,000/- through online payment gateway.
EMD (BID SECURITY)	Rs 2.31 Lakh (Rupees Two Lakh thirty one thousand only) either through online payment gateway or by the way of Demand Draft / FDR issued in favour of Managing Director, Raipur Smart City Limited, Raipur payable at Raipur obtained from Nationalized / Scheduled Bank. EMD in no other form shall be accepted.
Officer Inviting Bid	Managing Director, Raipur Smart City Limited (RSCL), Chhatrapati Shivajee Maharaj Outdoor Stadium, Near Viveknand Sarovar, Raipur- 492001. Chattishgarh

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

Glossary

Contract Agreement	As defined in Section 8
Bid Security	As defined in Clause 2.3
Applicant	As defined in Section 2.4.1
RSCL	As defined in Disclaimer
Conflict of Interest	As defined in Clause 2.4.4
INR, Re, Rs.	Indian Rupee(s)
LOA	Letter of Acceptance
RFP	Request for Proposal
TOR	Terms of Reference
Performance Security	As defined in Section 2.3.5
Proposal Evaluation	As defined in Section 2.7
Selection Process	As defined in Section 2.1.13
Last date of online submission	As defined in Bidding Data
Successful Applicant	As defined in Section 2.7.9
Prohibited Practices	As defined in Section 2.11

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Disclaimer

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

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Letter of Invitation

Dated: 03/02/2018

To,

Sub: **Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.**

Dear Bidder:

Raipur Smart City Limited (RSCL) is SPV of Raipur Municipal Corporation & is in-charge of "SMART CITY MISSION" project for Raipur City. RSCL intends to implement Shaheed Smarak Facelift Work in the ABD area of Raipur City.

RSCL is inviting Request for Proposals for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh, in accordance with the scope of work mentioned in Section 3 (Terms of Reference) in this RFP document ("Assignment").

The Bidder should upload its Bid online on or before due date & also submit hard copy of Technical proposal each page duly signed, stamped & page numbered with index and Financial Proposals as specified in checklist given elsewhere in this RFP as per the standard Bid forms given in Section 3 and Section 4 of this RFP document.

The bid documents consisting of Technical Proposal are to be submitted in sealed Envelope as described in checklist given elsewhere in this RFP document.

The Proposals as specified in clause 2.8 shall be uploaded on or before 17:30 hrs on 13/02/2018. The Technical proposal (envelope A/B only) will be opened at 11:00 hrs on 16/02/2018. Envelope C (uploaded online) containing the Financial proposal will be opened online for those bidders who pass qualification criteria in envelope B. Financial Proposals of short listed bidders will be opened at a specified date and time after intimating them individually.

The selection shall be as per the procedure described in Section 2.9 (Instructions to Bidders) of this RFP document.

The bidder will be selected based on their Technical Qualification, evaluation of Technical proposal and Financial Proposal. However, the decision of the RSCL pertaining to the selection of Developer shall be final in this regard.

This RFP includes the following Sections:

- (a) Section 1 - Letter of Invitation
- (B) Section 2 - Instructions to Bidders
- (c) Section 3 – Terms of reference

- (d) Section 4 - Technical Proposal: Standard Forms
- (e) Section 5 - Financial Proposal: Standard Forms
- (f) Section 6 – General Conditions of Contract
- (g) Section 7 – Special Conditions of Contract
- (h) Section 8 - Formats

For any further clarifications/additional information, please contact:

Managing Director
Raipur Smart City Limited (RSCL),
Chhatrapati Shivajee Maharaj Outdoor Stadium,
Near Viveknand Sarovar, Raipur- 492001.
Chattishgarh, Phone 0771 - 0771-2227395
Email: ceo.rscl@gmail.com

Section 2 Instruction to Bidders

2.1. Introduction

2.1.1 The Client will select a Developer firm/ organization (the “Developer”), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Developer shall be on the basis of an evaluation by the Client through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that RSCL’s decisions are without any right of appeal whatsoever.

2.1.2 The Applicants are invited to submit Technical, and Financial Proposals (collectively called as “the Proposal”), as specified in the data sheet, for the services required for the Assignment. The term “Applicant” refers to a single entity. The Proposal will form the basis for contract signing with the selected Developer. The Developer shall carry out the services in accordance with the Terms of Reference of this RFP (the “TOR”).

2.1.3 The Applicant shall submit his Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the Annexure given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP (the “Contract”).

2.1.4 Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.

2.1.5 The Client will timely provide, the inputs and possible support required to carry out the services. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on data/information furnished or to be provided later by the Client and/ or any of his Bidders.

2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.

2.1.7 The Client requires that the Developer provides professional, objective, and impartial services and avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Developer shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.

2.1.8 It is the Client’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

i. defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
- ii. Will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
- iii. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

2.1.9 Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration as specified in General Conditions of Contract. The Arbitration and Conciliation Act, 1996 with amendments thereto till date shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

2.1.10 Termination of Contract: RSCL will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Developer, the Client shall pay all the expenses incurred by the Developer (upon submission of proof) applicable till the date of termination. If the contract is terminated due to the fault of the Developer or in case of termination of the contract by the Developer for reasons not attributable to the Client, the Client will forfeit the performance security of the Developer & action pursuant to provisions given in Clause No. 5.60.1 of General Conditions of Contract.

2.1.11 Details related to timelines and deliverables at each stage is given in the TOR.

2.1.12 The Proposal shall be valid for a period of not less than 120 (one hundred and twenty) days from the last date of online submission of Bid.

2.1.13 Brief Description of the Selection Process: The Client has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising the online submission of Technical and Financial Proposals to be submitted in two separate sealed envelopes as specified in this RFP. The Technical Proposal shall be placed separately in a sealed envelope titled Request for Proposal (RFP) along with the online payment receipt of cost of RFP document and online payment receipt of EMD or DD/FDR as prescribed in this RFP document. The

Financial Proposal shall be separately uploaded online titled Financial Proposal as prescribed in this RFP document. The submissions for Technical proposal shall be verified first as specified in sub clause No. 2.7.2. Subsequently, the technical evaluation as specified in this RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared.

The Financial Proposals of only technically qualified Applicants will be opened online. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFP. The first ranked Applicant (the "Selected Applicant") shall be issued the Letter of Acceptance (the "LOA") while the second ranked Applicant will be kept in reserve till the Selected Applicant provides written acceptance of the LOA.

2.1.14 Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Services.

2.1.15 Visit to the Site and Verification of Information: Applicants are encouraged to online submit their respective Proposals after visiting the site & if necessary office of the Client or its delegates as the case may be for ascertaining themselves the availability of documents and other data with the Client. Only information & data that are available with client shall be provided.

2.1.16 Right to reject any or all Proposals:

- i. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) At any time, a material misrepresentation is made or discovered, or
 - b) The Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.17 Acknowledgement by Applicant

- i. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Client;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.
- ii. The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its Developer.

2.1.18 RFP Bid document Fee: The RFP submissions shall be accompanied by an online payment receipt of INR 5,000.00 (Indian Rupees Five Thousand only) as a non-refundable cost of RFP Bid document (the “cost of RFP Bid document”). Proposals unaccompanied with the aforesaid cost of RFP Bid document shall be liable to be rejected by the Client.

2.2. Clarification and amendment of RFP documents

2.2.1 Bidders may seek clarification on this RFP document no later than the date specified in this RFP. The Client reserves the right to not entertain any queries post that date. The Applicants are requested to submit a MS Word file of the queries. Any request for clarification must be sent by standard electronic means (PDF and word file) to the Client’s office addressed to:

“Managing Director
Raipur Smart City Limited (RSCL)”,
Chhatrapati Shivajee Maharaj Outdoor Stadium,
Near Viveknand Sarovar, Raipur- 492001.
Chattishgarh
Phone 0771 - 0771-2227395
Email id - ceo.rscl@gmail.com

The Client will endeavor to respond to the queries not later than 1 (one) weeks prior to the online bid submission date. The Client will post the reply to all such queries without disclosing source on e-procurement site.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the e-procurement Website of Government of Chhattisgarh. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the date of online submission of bids.

2.2.3 Date of pre-bid meeting and venue is mentioned elsewhere in this RFP. Applicants willing to submit queries should inform client beforehand in writing and email at least one day before pre-bid meeting. The maximum number of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with letter duly signed by the authorized signatory of his/her organization.

2.3. Bid security (Earnest Money Deposit)

2.3.1 A bid security (EMD) through online payment gateway or in the form of a Demand Draft/FDR, from a nationalize / scheduled Indian Bank in favour of “Managing Director, Raipur Smart City Limited”, valid for 120 (one hundred and twenty) days from the online submission date, payable at Raipur, Chhattisgarh, for the sum of Rs 2,31,000/- (Rupees two Lakh Thirty one thousand Only) shall be required to be submitted by each Applicant (the “Bid Security”).

2.3.2 The online payment receipt or Demand Draft/FDR in original shall be placed in envelope A and attached with the envelope containing the Technical Proposal marked as “RFP – [name of assignment]” and “Not to be opened except in the presence of evaluation committee”. Bids received without the specified Bid Security will be summarily rejected.

2.3.3 The Client will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but unsuccessful Applicants shall be returned, without any interest, within one month after acceptance of LOA by selected Applicant or when the selection process is cancelled by the Client. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant after signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

2.3.4 The Client will be entitled to forfeit or appropriate the EMD/bid security as mutually agreed loss and damage payable to the Client in regard to the RFP without prejudice to the Client’s any other right or remedy under the following conditions:

- i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
- ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
- iii. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
- iv. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to the Client.

2.3.5 Performance Security

- (i) Performance Security equivalent to the 5% amount of contract value shall be furnished before signing of the contract in form of a Bank Guarantee obtained from nationalized bank substantially in the form specified in the RFP/ contract.
- (ii) Performance Security shall be retained by Client until the completion of the defects liability period by the Developer and be released within 60 (sixty) days after the completion of the DLP.

2.4. Eligibility of applicants

2.4.1 The Applicant for participation in the Selection Process shall be a single entity may be a sole proprietorship firm/ a partnership firm / a company incorporated under the Companies Act 1956 / 2013.

2.4.2 Joint Ventures are not allowed. An Applicant may choose to have associates for the position of Team Leader Cum Architect.

2.4.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Developer (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit or appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

2.4.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. A constituent of such Applicant is also a constituent of another Applicant; or
- ii. Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- iii. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Applicant; or
- vi. There is a conflict among this and other assignments of the Applicant (including its personnel and sub-Bidders) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Developer will depend on the circumstances of each case. While providing developer services to the Client for this particular assignment, the Developer shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- vii. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing Developer services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide Developer services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- viii. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this sub clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
- ix. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.4.5 An Applicant eventually appointed to provide Developer Services for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the operation & maintenance of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Developer shall include a partner in the Developer's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Developer, as the case may be, and any Associate thereof.

2.4.6 Any entity which has been barred by the Central Government, any State Government, a statutory or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.4.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial panel or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.4.8 Eligibility Criteria

2.4.8.1 Financial Eligibility

Turnover	Minimum Average Turnover Rs. 300.0 Lakh in last three financial years
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In support of financial eligibility, bidder has to submit Turnover certificate duly signed by Statutory Auditor & ITR for respective years & notarized copy of PAN Card

2.4.8.2 Solvency certificate from Nationalized/Scheduled Bank (Except Co-operative Banks) banks for Rs. 123.30 Lakhs not older than six months as on the date of submission of the bid.

2.4.8.3 Technical Qualification Criteria :

- a) Technical Qualifying Criteria : The Bidder Must have completed at least one Similar Nature of work for Government, Semi Government or PSU Projects costing 247.00 Lakh (i) Building Works OR (ii) Area development projects with minimum area 8720.00 Sqm.
- b) Similar nature of work - Work conforming to criteria given in 'D' above and involving following components.
 - i) Architectural Finishes (Flooring & Painting) in new building works or upgradation of existing building structure
 - ii) Landscaping or Street Furniture
 - iii) Electrical including Area lighting
 - iv) General Civil Works

In support of eligible project experience bidder shall submit duly notarized work completion certificate issued by competent authority (not below the rank of Executive Engineer) of the Client.

2.5. Preparation of proposal

2.5.1 Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.5.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

A) Technical Bid – Bidder should upload documents as given in checklist given elsewhere in this RFP

Note Bidder should submit one set in hard bound copy duly indexed & numbered in sealed envelope on or before 15/02/2018 17.30 Hrs.

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

Financial Bid dully filled and digitally signed by the Bidder.

2.5.3 Bid Prices

2.5.3.1 The contract shall be for the whole works as described in Sub-Clause 3.4.2 based on the lumpsum quote submitted by the Bidder.

2.5.3.2 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder

2.5.3.3 Currencies of Bid and payment

The lumpsum price quoted by the bidder shall be quoted entirely in Indian Rupees.

2.5.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

by the proprietor in case of a proprietary firm; or by a partner, in case of a partnership firm and/or a limited liability partnership; or by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

2.5.5 Applicants should note the date of online submission, as specified in RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents uploaded by the closing time of date of

online submission as specified elsewhere in this RFP. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.5.6 Similarly, Power of Attorney for authorised representative shall also be furnished as per the formats available in the RFP.

2.5.7 A firm can bid for a project as a sole Developer. Experience of sub-Developer/Contractor will not be considered while evaluating the bid.

2.5.8 The Technical Proposal should provide the following information using the attached Standard Annexure.

- i. Details of eligible projects as per the Standard Annexure so as to meet the Minimum Qualification Criteria prescribed in this RFP. In support of eligible project bidder should enclosed work completion certificate issued by competent authority.
- ii. Detailed Approach, Methodology & Presentation for undertaking the current assignment.
- iii. Against the list of proposed staff, recent CV of each staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
- iv. Bidders proposal should be supported with Conceptual drawings, Detailed engineering, 3D views, specifications, etc.
- vi. The Developer shall make the assessment of site conditions, traffic conditions, over ground & underground utilities which may prove hindrance for the timely completion of the Assignment within the total estimated cost. Developer should provide detailed work programmed in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
- vii. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 90 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 90 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 90 percent through certificate issued by competent authority from the respective client.

2.5.9 Financial proposal: While preparing the Financial Proposal, Bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes associated with the Assignment. While submitting the Financial Proposal, the Developer shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover secondary and primary data collection, Planning, detailed engineering, printing of documents, preparation of cost estimates & specifications, materials, labors, equipment's & all other relevant

aspects for completion of work etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- ii. The Financial Proposal shall take into account all the expenses and tax liabilities including Goods & service tax and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Bidders, and their staff. For the avoidance of doubt, it is clarified that all taxes, including Goods & service tax, shall be deemed to be included in the cost shown under lumpsum price of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- iii. Impact of GST Law - Implementation of GST is effective from 01/07/2017. Bidders are required to submit its bid inclusive of prevailing rate of GST. Bidder has to submit declaration in the format given with this RFP stating prevailing rate of GST included in its quote. Any increase / decrease in prevailing rate of GST during course of contract will be taken into account and shall be reimbursed / recovered to / from the contractor based on variation in tax liability against submission of documentary proof.

2.5.10 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.5.11 Bidders shall express the price of their services in Indian Rupees.

2.5.12 The Bidders may be subjected to local taxes (such as Octroi, Royalty, duties, fees, levies etc) on amounts payable by the Client under the Contract. Bidders must do their due diligence about the tax implications and Client will not be liable for any incident.

2.5.13 The Proposals must remain valid for a period as specified in the RFP. During this period, the Developer is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the Bidders to extend the validity of their proposals for a stated period. Bidders, who do not agree, have the right not to extend the validity of their proposals.

2.6. Submission of bids Sealing and marking of bids –

Checklist for online & Physical submission of Bids is given elsewhere in this RFP. Bidders shall ensure submission of their Bids as given in said Checklist.

2.6.1 The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal <https://eproc.cgstate.gov.in> comprising of the following documents as per Annexure-H, along with supporting documents as appropriate on or before 13/02/2018 @ 17.30 Hrs. Bidder shall put document as per checklist in envelopes and properly seal and mark as specified. Bidders who choose to WITHDRAW their bids online, need not submit hard copy of their Technical Bid.

These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as "Technical Bid ".

2.6.3 The envelope shall

(a) be addressed to as given below.

“Managing Director”

Raipur Smart City Limited (RSCL),

Chhatrapati Shivajee Maharaj Outdoor Stadium,

Near Viveknand Sarovar, Raipur- 492001. Chattishgarh

TELEPHONE (O) 0771-2227395 email ceo.rscl@gmail.com

(b) bear the following identification:

Technical Bid for “Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation”.

Bid reference no(Insert number)

DO NOT OPEN BEFORE on 16/02/2018 11.00 Hrs

Name and address of the bidder.

The hardbound copy of Technical Bid complete in all respect should be submitted (marked tender No 59/RSCL/2018) in the office of Managing Director, Raipur Smart City Limited Up to 17.30 Hrs on 15/02/2018 and if possible open at 11.00 Hrs on 16/02/2018 in presence of such of the bidders who may wish to be present.

2.6.4 In addition to the identification required in Sub-Clause 2.8.3, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid.

2.6.5 Deadline for submission of the Bids

2.6.5.1 Bids must be submitted online on or before 13/02/2018 17.30 Hrs & hard copy received by the Employer on 15/02/2018 17.30 Hrs at the address specified above not later than in the event of the specified date for the receipt of bids being declared a holiday by the Employer. The bids will be received upto the appointed

time on the next working day.

2.6.5.2 The Employer may extend the deadline for submission of online bids by issuing an amendment in accordance with sub-Clause 2.2.2, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

2.6.5.3 As tender document being downloaded from the web site. Therefore at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. If any discrepancy is noticed at any stage between the uploaded RFP document and the one submitted by the bidder, the conditions mentioned in the RSCL's uploaded document shall prevail. Besides, the bidder shall be liable for legal action for the lapses.

2.6.6 Late Bids

2.6.6.1 Any bid received by the Employer after the deadline prescribed in Clause 2.8.5.1 will be considered as non-responsive.

2.6.7 Modification and Withdrawal of Bids

2.6.7.1 The Bidder may modify, substitute or withdraw its e-BID after submission before the deadline prescribed in Clause 2.8.5.1. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

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

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

2.6.7.3 Withdrawal or modification of a Bid between the deadline for uploading/submission of bids and the expiration of the original period of bid validity specified in this RFP or as extended pursuant to Clause 2.2.2 may result in the forfeiture of the Bid security pursuant to Clause 2.5.4.

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

2.7. Proposal evaluation

2.7.1 As part of the evaluation, Technical Proposal shall be checked for responsiveness in accordance with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in details in accordance with the criteria set out in this RFP document.

2.7.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:

Technical Proposal

- i. it is accompanied by specified documents in Envelope A;
- ii. it is accompanied by specified documents in Envelope b;
- iii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iv. the Technical Proposal is received in the TECH-1 to TECH-13 specified in section-3 of this RFP;
- v. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- vi. it does not contain any condition or qualification; and
- vii. It is not non-responsive in terms hereof.

Financial Proposal:

- i. The Financial Proposal is received in the FIN-1 & FIN-2 of section-4 of this RFP in Envelope C (Online Only)
- ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. it does not contain any condition or qualification;
- iv. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

- 2.7.3 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfill the Minimum Qualification Criteria.
- 2.7.4 Technical Evaluation Criteria: The evaluation committee (“Evaluation Committee”) appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and score system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Sr. No.	Evaluation Criteria	Marks
A	Specific experience of the Bidders related to the Assignment as given in 2.8.4.3 The firm should have at least one completed project of Similar nature The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and Technical specialty.	10
B	Adequacy of the proposed project management and technical approach, work plan. Methodology & Presentation in response to the TOR. A presentation will be required to describe:	80
	• Project appreciation and understanding of assignment	05
	• Project approach and methodology	05
	• Presentation	20
	• Technical Deliverable	50
C	Qualification and competence of the key staff for the Assignment.	10
	Total Points	100

Marks for Technical deliverables shall be as given below

Criteria	Marks
i. Design concept / theme	20
ii. Sustainable design strategies	10
iii. Plant selection - native and low water dependent	10
iv. Design Details & drawings	10
v. Specifications	10
vi. Reputed and certified brands of supply items	10
vii. Execution methodology	10
viii. Execution schedule	05
ix. MEP schematics & calculations	10
x. Water & power consumption	05
Total	100

2.7.5 The minimum technical score required to qualify technical evaluation is 70 marks out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

2.7.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

2.7.7 The Financial Proposals will be opened online in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical

scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.

- 2.7.8 Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.7.9 The lumpsum price indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. In case, the services considered for calculation of costs for the assignment in the Financial Proposal are lesser than the corresponding services given in the terms of reference, the Developer has to provide services given in the terms of reference, without any claim or increase of the Financial Proposal. Omissions, if any, in costing shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm / F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores: S

$$= St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70 : 0.30.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.8. Negotiation

- 2.8.1 The Successful Applicant may, if necessary be invited for negotiations. The negotiations shall generally be for price negotiation, re-confirming the obligations of the Developer under this RFP. Issues such as deployment of Key Personnel, scope of work, methodology and quality plan of work shall be discussed during negotiations etc. In case the selected applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked applicant as the selected applicant for negotiation. The Successful Applicant, at this stage, will be required to submit item

wise BOQ of his design concept submitted along with the bid and Cost break up thereof.

2.8.2 The Client will examine the CVs of all key personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the client.

2.9. Contract Negotiation and Award of contract

2.9.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

2.9.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized / Scheduled Bank, before signing of the contract, in the form of a Bank Guarantee substantially in the form specified at Annexure-B of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the defects liability period by the Developer and be released within 60 (sixty) days after the completion of the assignment.

2.9.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement

2.9.4 Commencement of Assignment: The Successful Applicant/ Developer is expected to commence the Assignment on the date of commencement of services as prescribed in the Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.10. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.11. Fraud and corrupt practices

2.11.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

2.11.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Developer, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Developer shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Developer, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt Practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.11.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in Any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging In any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal,

financial or technical Developer/ adviser of the Client in relation to any matter concerning the Project;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.12. Pre-Bid meeting

2.12.1 One Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.

2.12.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.13. Miscellaneous

2.13.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.13.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information;
- iii. Retain any information and/or evidence submitted to the Client by, on behalf of and/or In relation to any Applicant; and/or
- ii. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.13.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- a. All documents and other information provided by the Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the Developer, as the case may be, are to treat all information as strictly confidential. The Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Developer to Client in relation to the Project shall be the property of the Client.
- b. The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.14. Required experience and expertise of Key personnel/ staff

2.14.1 Qualification and competence of key staff is given below:

With a view to ensure a thoroughly professional implementation of the project Developer must have the association of such individual(s)/domain expert(s) of similar background. Specific criteria for applying are mentioned below:

1) Team Leader Cum Architect

Duties: The Team Leader Cum Architect will be overall in charge of the assignment. He shall act as Representative of the Developer firm appointed by the RSCL. His duties will involve overall developing concept, Prepare Detailed Engineering & drawings & superintendence over the work carried out by developer. He will guide, monitor, supervise and control all the activities related to "Improvement of Façade and parking for Shaheed Smarak including Conceptualization, Designing and Implementation basis". He will interact with the RSCL officials & PMC teams on regular basis. He will attend all review meetings.

He should have the following qualification / experience.

Essential Qualifications.

- (a) Post Graduate in Architecture from recognized university.
- (b) Total Professional Experience of 20 years in handling Similar works.
- (c) At least 05 years' experience as Team Leader. He should have hands on experience in Similar Assignments in the capacity of Team Leader / Planning Expert.
- (d) He should have handled at least two projects of similar capacity.
- (e) Age - Not more than 65 years on bid due date.

2) Project Manager

Duties: He shall be responsible for execution of proposed work. He should have hands on experience in execution of similar nature of works.

He should have the following qualification / experience.

Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 10 years in Civil Engineering Projects.
- (c) Should have handled at least 2 Similar Projects.
- (c) Age - Not more than 65 years on bid due date.

3) QUALITY ENGINEER

Duties: He will be responsible for Quality Assurance & Quality Control of the work & supervising all the tests to be done in different stages construction as per the specifications laid down in the contract. He will be coordinating and controlling the construction team placed and will report to the Project Manager. He will interact with the RSCL officials & PMC team as & when required.

He should have the following qualification / experience.

(I) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 10 years in construction Projects.
- (c) Experience of 5 years in similar capacity in Construction Supervision of Building projects.
- (d) Age - Not more than 65 years of age.

2.14.2 Marks assigned to key staff - The total number of marks allocated for qualification and competence of the proposed Key Staff is 10 marks. Score Assigned to Key Personnel is given below.

S. No.	Position	Marks
1.	Team Leader Cum Architect	05
2.	Project Manager	03
3.	Quality Cum Material Engineer	02
	Total	10

2.14.3 Evaluation criteria for Key personnel/ staff

A.	GENERAL QUALIFICATIONS	20%
A1.	Technical qualifications	10%
A2.	Professional experience	5%
A3.	Training and publications	5%
B.	ADEQUACY FOR THE ASSIGNMENT	65%
B1.	Experience in similar capacity/ broad sector	25%
B2.	Experience relevant to TOR/ Assignment	30%
B3.	Overseas/ International experience	10%
C.	FAMILIARITY WITH THE REGION	5%
C1.	Work Experience in project in Chhattisgarh region in India	3%

C2.	Knowledge of local language and culture	2%
D.	ASSOCIATION WITH THE FIRM	10%
D1.	Full Time permanent staff	6%
D2.	Years of association Minimum 1 year	4%

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key staff for the assignment.

Section 3 – Scope of Work

3.1 Background

- v. Raipur is selected as one of the Smart City Projects under Smart City Mission India. Raipur has a rich cultural and built heritage and as part of Smart City Proposal the Raipur Smart City Ltd is keen to promote this through upgradation of cultural and public activity area.
- vi. Raipur Smart City Ltd., intends to upgrade “Shaheed Smarak” by renovating the front facade along GE road and develop the vast and unutilized podium level as an Public pLakhe with many activities. In addition provision of organized parking facilities is intended to be developed in the open space available at ground level.
- vii. In this regard, Raipur Smart City Ltd invites Request for proposal (RFP) from interested service providers/contractors to Conceptualize, Design &Implement of upgradation of Shaheed Smarak with Parking and façade improvement.

3.2 About Shaheed Smarak

3.2.1 Site Location

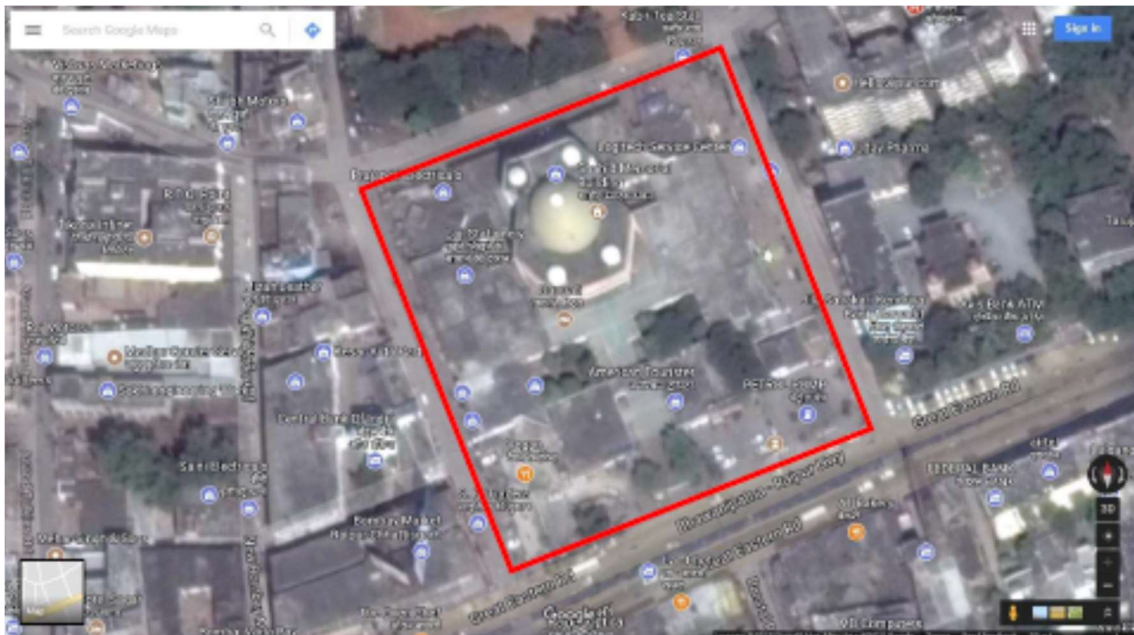
- i. Shaheed Smarak was constructed in the year 2003, in memory of martyrs of Indian freedom struggle. It consists of a 1,000 seat auditorium and a public library. Shops were incorporated on all four sides of the structure for sale to generate funds for funding the construction cost.
- ii. The structure is located on G E Road on the front, Navbharat Press road on the rear, Moudha Para Road on the RHS and LHS. The plot size is approx 10,000 SqM.
- iii. NavBharat press is located on the rear side of the complex. Gandhi Chowk bus stop is located on the front left corner of the plot. Raipur’s first multi-storey residential building is located on the rear right corner, across the road.



3.2.2 Planning & Design

- i. The auditorium hall is accommodated in a hexagonal shape, in plan. The auditorium has a seating capacity of approx 800 seats on the main floor and another approx 200 seats on the balcony floor. The roof consists of approx 21 m dia central dome, flanked by 4 smaller domes on 4 sides.

- ii. The shops are located on all four sides facing roads. The planning incorporates 2 courtyards at the front, on the LHS and RHS side of the entry stairway. Shops are also present facing into the courtyards.
- iii. The public library is located below the auditorium and has access from the ground floor, through an East West walkway across the entire structure.
- iv. The roof of the shops on all sides, create a podium level, which is also the access level for the auditorium.
- v. The overall architecture of the memorial building, gives it an iconic and monumental.



3.2.3 Access & parking

- i. The plot does not have a boundary wall or fencing. Direct access is available on all sides from the road. Also, there is no footpath between the property line and the road.
- ii. The auditorium has a wide and well defined on the front side. The entry is secured by MS hinged gates with a security post. This further leads to wide series of continuous stair flights leading the podium level, which is the entry level for the auditorium. Currently there is no provision of ramp.
- iii. Two smaller stair flights on the sides, from the intermediate level and again lead down to the library at the ground floor, to the East westwalkway.
- iv. The original planning provides additional access to the podium level, on the four corners of the structure. However currently, all the corner stairflights are blocked by a masonry wall constructed at podium level. As conveyed by local authorities, this was done to prevent frequent
- v. vandalism & robbery of the property, due to the unrestricted access available from all sides.
- vi. The plot is surrounded by sewage nallah on all sides, with concrete / stone slab crossovers, available at intervals.
- vii. Reasonable space for parking is available in front of the shops on all sides. However, vehicles are seen parked adhoc and the space Lakhks organised parking. Currently the parking is primarily used by the shop owners and its customers and is not designated as a public parking.

3.2.4 Occupants

- i. The front left corner of the plot has a SBI ATM, while the front right corner accommodates an “Indian Oil” petrol pump. The rear right & left corners have warehouses.
- ii. The prominent shops on the front side are “Tanishq”, “Amit Traders” on the RHS of entry gate. “Durga Aluminium works” occupies the shop adjacent to the main entry on the LHS side. 4 shop units on the extreme left are non-operational.
- iii. There are total of 56 shop units on the external side.

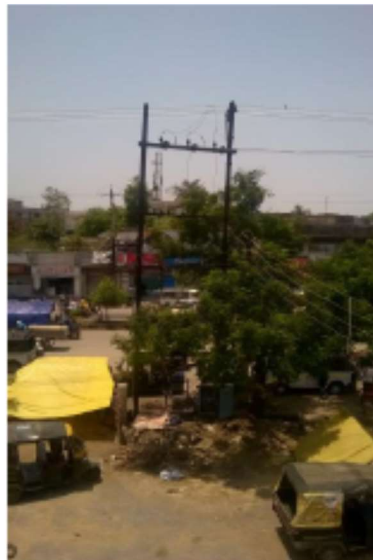
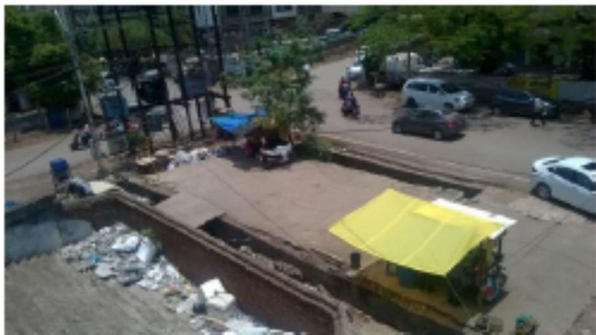


3.2.5 Visual eyeshores

- i. MEP outdoor equipment like a/c outdoor units, PVC overhead water tanks, exhaust fans, DTH dish antenna, etc are seen installed on the podium level. At one location, the roof slab is seen punctured for fresh air inlet / exhaust to the shop below. Electrical cables and a/c chillier pipes is seen installed in an unplanned way and passing through smaller openings in the roof slab / parapet wall.
- ii. Hoardings rise above the podium parapet, especially on the front side, and are unregulated.
- iii. The open parking area is seen littered with garbage at pLakhes.

3.2.6 Parallel activities by other agencies

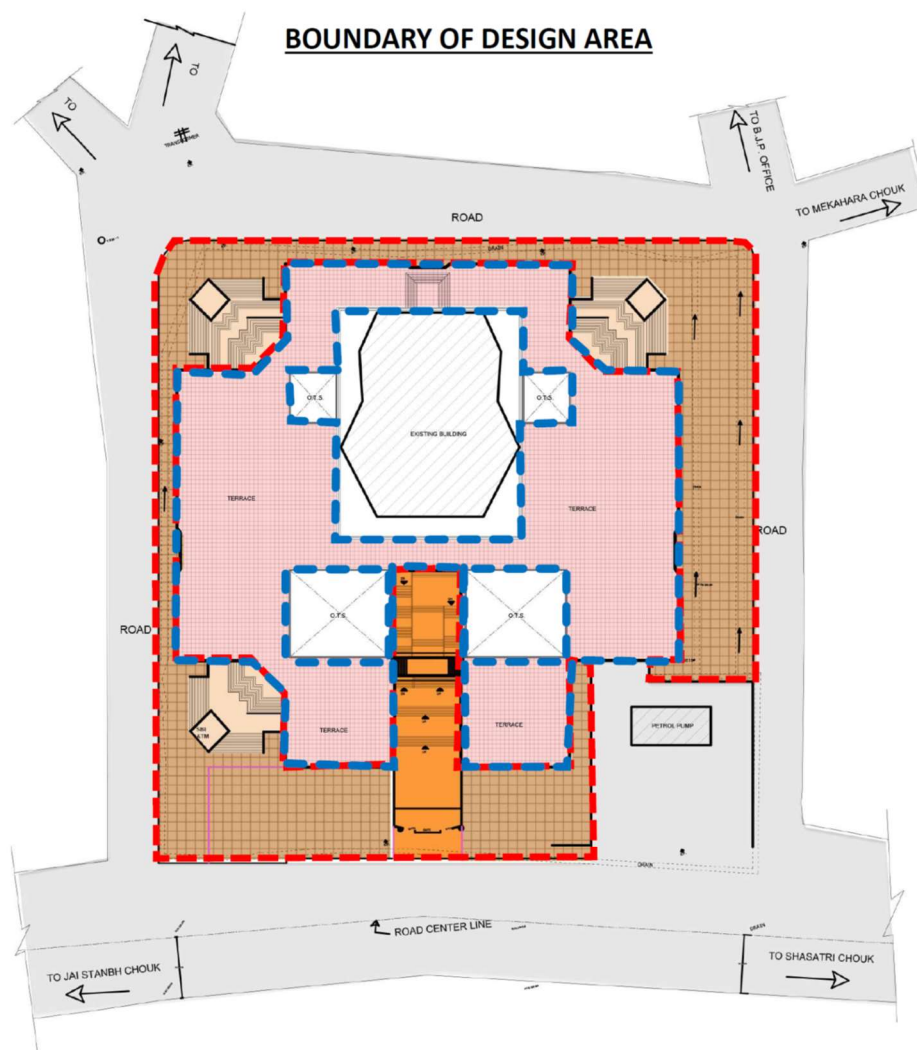
- i. The exterior and interior renovation work including air conditioning and acoustical treatment has already been initiated by CGPWD and a formal inauguration for the same was also held recently.
- ii. Additionally, a skywalk is also planned by CGPWD along the front, GE road. Groundinvestigation, road barricading and foundation works for the same isalready in progress, as on date. The sky walk when constructed, willpartially block the view of the structure from across the front road, but atthe same time, offer a better view of the auditorium and podium level from the skywalk level, whenever made operational.





3.3 Scope of work:

3.3.1 The proposed works can be broadly classified as below:

- Façade Improvement of frontage at ground floor level including front side shops facing GE road
- Development of vehicular parking and pedestrian access to ground floor level in available spaces around building along with improved circular plan
- Development of Podium plaza with Evening market [temporary kiosks] to enhance the public activity and citizen participation
- Development of Stepped Plaza with different themes [based on different uses] to enhance the public activity and citizen participation
- Development of front entry plaza on GE road with security room, VIP parking, Disabled friendly access to podium level
- Beautification of front part of building on GE road



 Area to be developed [Ground level & corner steps]= 5300 Sq mt (approx.)

 Area to be developed [Podium Level] = 5600 Sq mt (approx.)

3.3.2 General:

- The Vendor/ Contractor shall be responsible for preparing Proposals/Plan, technical designs and drawings, cost estimates of all possible requirements for the proposed works
- The design proposal must incorporate all necessary security, safety and disabled friendly features
- As the name suggests, Saheed Smarak is a memorial building. Therefore, design proposal of bidder must honour the original Shaheed Smarak structure and its purpose. No part or element in bidder's design proposal should conflict with the glory or gravity of the memorial. The selected bidder before implementation of his design proposal should carry out stakeholders' consultation and take concurrence of all stakeholders including the founding committee or managing trust of the building, if any.
- The proposal must comply with all prevailing local statutory regulations and best practices. The materials and finishes must comply to prevailing standards
- The selected contractor will be responsible for obtaining all necessary statutory approvals including required drawings, calculations, submittals, certificates, etc
- To make a sound judgment on the scope of services, it shall be the responsibility of the contractor to make a site visit before sending out any specific queries

3.3.3 Façade Improvement of frontage at ground floor level including front side shops facing GE road:

- To plan and design front façade at ground floor level including front side shops based on a theme complimenting Shaheed Smarak building/ cultural-heritage look with uniform shop advertisement scheme, which is to be implimented by shop owners on their own cost

3.3.4 Circulation planning & vehicular parking layout:

- Design and development of organised circulation plan with dedicated pedestrian [both on ground and podium level] & vehicular zone [on ground level] with minimum interference/ conflict
- Pedestrian circulation plan is to be coherent with proposed skywalk proposal by PWD
- Developing of organised parking layout with dedicated entry / exit points
- Providing required area lighting, hard paving and landscape works within the parking layout
- Parking design and facilities to be such that, dedicated parking and movement space with optimum marginal open space for existing shop owners & on street parking for market visitors.

3.3.5 Evening market development: Developing of unutilized area on podium level [roof of existing permanent shops] as an evening market. the proposed works will include-

- Design and development of Public activity space (PLakhemaking) as evening market with pLakhes for temporary kiosks
- Essential structural & civil repairs, waterproofing of podium level [roof of existing permanent shops] slab, essential re-routing of utilities existing on podium level slab
- Flooring / paving of hardscaped area, steps, etc

- Constructing and finishing new urban design features required for the proposed use as an evening market, like platforms, benches, masonry works, etc
- Providing essential MEP & PHE utilities for the operations of the evening market, like water supply, rain water drainage etc
- Providing street furniture and urban design elements like garbage bins etc
- Safety & Security features like fencing, railings, firefighting equipment, CCTV cameras, etc.
- Providing area, general and accent lighting.
- Providing safety, statutory, directional and branding signage

3.3.6 Stepped Plaza: Developing of unutilized areas, like- steps in three corners, part of front court on ground floor etc. The works will include-

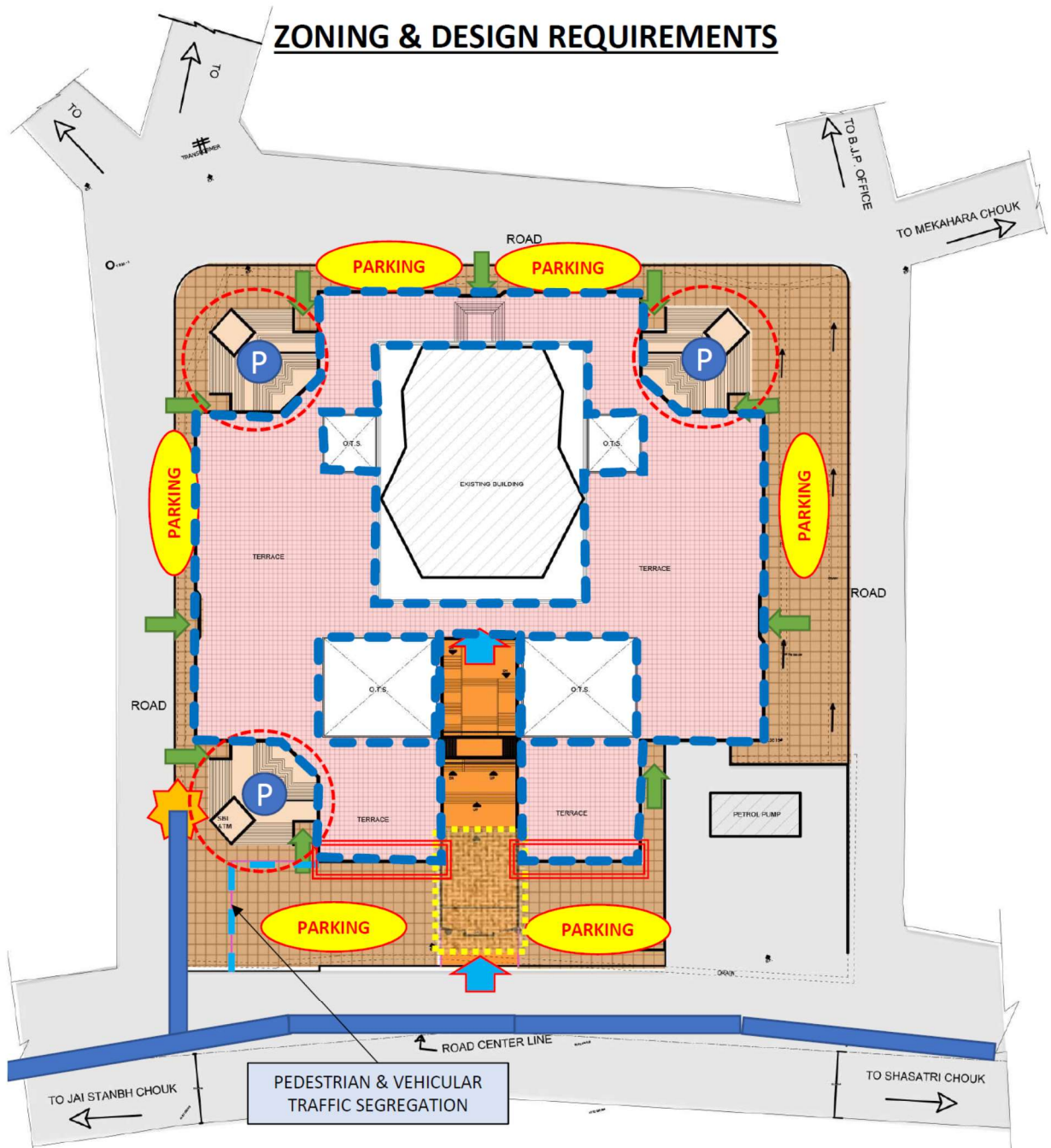
- Design and development of Public activity space (PLakhemaking) with themes [related to functions- like culture, food, youth etc.]
- Essential structural & civil repairs, waterproofing of corner steps
- Flooring / paving of hardscaped area, steps, etc
- Constructing and finishing new urban design features required for the proposed use as Activity space, like platforms, benches, masonry works etc
- Providing essential MEP & PHE utilities for the operations of the public spaces, like water supply, sewerage and rain water drainage
- Providing street furniture and urban design elements like garbage bins etc.
- Safety & Security features like fencing, railings, firefighting equipment, CCTV cameras etc
- Providing area, general and accent lighting.
- Providing essential public amenities like toilets, water ATM etc. wherever possible
- Providing safety, statutory, directional and branding signage

3.3.7 Front entry plaza:

- Design and development of Main entry of Shaheed Smarak on GE road as welcoming and grand entry plaza
- Flooring / paving of hardscaped area, steps, etc
- Painting and finishing of side walls of entry plaza
- Design and development of security/ guard room, VIP parking in entry plaza
- Design and construction of entry gate
- Providing disable friendly access to podium from ground level
- Safety & Security features like fencing, railings, CCTV cameras, etc
- Providing area, general and accent lighting.

3.3.8 Beautification:

- Design and development of interesting landscaped pLakhes wherever possible
- Landscaping proposal should be aesthetic as well as functional
- Mainly to take care of unused spaces
- All landscaping related work- both hardscape & softscape, are to be developed
- Providing area, general and accent lighting



LEGENDS

Façade treatment of shopfront at ground floor

Stepped Plaza

Entry plaza to podium top/ monument. With Security cabin, VIP parking, Disabled friendly access to podium.

Podium plaza/ Evening market

Parking zone

Proposed access point of Skywalk

Proposed Skywalk

Access to ground floor market

Access to Podium top/ monument

3.4 Deliverables

3.4.1 Before Submission of Proposal

3.4.1.1 Proposal Preparation stage

- i) Carry out survey of project area & prepare survey drawing showing details of structures, utilities existing on ground.
- ii) Develop concept of Shaheed Smarak Facelift Work.
- iii) Prepare plans for proposed works other relevant aspects for the work.

3.4.1.2 Submittals along with the bid.

3.4.1.2.1 Details of eligibility criteria as per clause No. 2.4.8.

3.4.1.2.2 Details of

- i) Project appreciation and understanding of assignment
- ii) Project approach and methodology
- iii) PPT presentation – Bidder has to deliver power point presentation on a CD elaborating his concept, drawings, 3D views & walk through, other relevant details.

3.4.1.2.3 Technical Deliverables

- i) Design Concept note – Bidder has to submit his design concept note stating Basis of design, Innovation applied in design.
- ii) Sustainable design strategies – Bidder has to submit & prove that proposed strategies for development work are sustainable.
- iii) Plant selection - native and low water dependent – Details of selected plants.
- iv) Design Details & Drawings – Design details elaborating design approach. Drawings prepared by the bidders shall consist of plans, sections (if any), elevations, details and 3D renderings in A1/A2 size. Bidder shall also submit 03 sets in Hard copies & PDF format on 2 nos CD's.
- v) Detailed Specifications – Bidder should submit detailed specifications for all items of the work along with his bid.
- vi) Reputed and certified brands of supply items – Details of brands for important items of work.
- vii) Execution methodology – Bidder should submit Approach & methodology along with his bid.
- viii) Execution Schedule – Bidder should submit detailed work programme supported with resources planning along with his bid.

- ix) MEP schematics & calculations – Detailed scheme for Mechanical Electrical & Plumbing work with supporting calculations.
- x) Water & power consumption – Details of water & power consumption required after completion of work.
- xi) Manpower & equipment deployment schedule – Bidder should submit resource deployment schedule along with his bid.

3.4.2 During Execution Stage

- i) Seek approvals of the Client before commencement of the work.
- ii) The selected bidder before implementation of his design proposal should carry out stakeholders' consultation and take concurrence of all stakeholders including the founding committee or managing trust of the building, if any.
- iii) Apply for all necessary statutory approvals from the concerned authorities and obtain commencement certificate for the proposed works as and if applicable.
- iv) If required, carry out shifting of underground &/or overground utilities as envisaged in planning or encountered during execution of the work.
- v) Carry out construction / MEP work as per approved drawings.
- vi) Complete all aspects of the work on or before work completion date.
- vii) Obtain all necessary statutory approvals from the concerned authorities for the completed works on or before 30 days after physical work completion date
- viii) If required, prepare drawings & details of additional work.

3.4.3 Clarification and/ or interpretation of Submittals - After submission of the submittals of each phase by the Developer, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the submittals, Developer shall, on receipt of written request from the Client, furnish such clarification to the satisfaction of Client within five (05) working days without any extra charge.

3.5 Payment

3.5.1 Bidder has to quote his lumpsum contract amount inclusive of all taxes in the prescribed format given for financial proposal.

3.5.2 Payment Schedule

Task ID	Deliverables	Time Period	Payment Due
1.1	40% Completion of Physical work	10 weeks	25%
1.2	70% Completion of Physical Work	14 Weeks	25%
1.3	100 % Completion of Physical work	18 Weeks	35%
1.4	Handing over of the work	19 Weeks	10%
1.5	Completion of defects Liability Period	30 Months	05%
	Total		100%

Note

- i) Retention deposit at 5% of bill value will be deducted from Vendor/Contractor/Service provider running bills for tasks 1.1 to 1.3. Retention deposit will be refunded within 60 days after payment of task ID 1.4
- ii) RSCL shall bear official charges payable for obtaining Statutory approvals. Same shall be payable against Demand note obtained, facilitated by the Bidder and presented to RSCL.
- i) During defects liability Period the Developer shall submit Quarterly status reports as required by the client.

3.13 Period of services – period of services will be as shown below

Construction phase	06 months
Defects liability period	24 months
Total Duration	30 months

3.6 Contract Data

The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders, General Conditions of Contract. Conditions of particular application, Special Conditions of Contract Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders, General Conditions of Contract. Conditions of particular application, Special Conditions of Contract.

Employer	Managing Director, Raipur Smart City Limited (RSCL), Chhatrapati Shivajee Maharaj Outdoor Stadium, Near Viveknand Sarovar, Raipur- 492001. Chattishgarh, Phone: 0771-2227395, email ceo.rscl@gmail.com			
Name of the work	"Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation".			
Time for Completion	06 Calendar Months including Monsoon			
Site Possession Date	14 days of the issue of Notice to proceed			
Defect Liability Period	02 (Two) years after issue of Completion Certificate.			
Bid Language	English			
Name & Identification No. of Contract	Tender No. 59/RSCL/2018			
Bid validity period	120 (one hundred and twenty) days from the last date of online submission of Bid			
Initial Performance Security	5% of Contract Value. Initial Performance Security at 5% of the contract value shall be deposited by the bidder in the form of Bank Guarantee obtained from nationalized Bank within 15 days on acceptance of tender. Performance security will be released within 60 days after completion of defects liability period.			
Remaining Performance Security - Retention Money	Retention deposit shall be deducted from the each R.A. Bill at rate of 5% from each Running bill till completion of the work. Retention deposit will be released within 60 days after handing over the work.			
Project Milestones	Mile Stone No.	Duration from the date of issue of Notice to Proceed in months	Physical Progress	Liquidated Damages for non-achievement In INR
	1	06 Months	100%	1,00,000.00
Liquidated Damages	Amount shown against Milestones will be deducted on weekly basis on not achieving Milestones 1 subject to a Maximum of 10% of Total			

	Contract Value.
Insurance	<p>For third party insurance, the minimum insurance cover for physical property, injury and death is Rs.2.00 Lakh per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences.</p> <p>The Contractor All Risk (CAR) policy with third party insurance shall be submitted for (1) Construction period and (2) Defect liability period – up to 2 years from the issue of final bill of contractor.</p>
Amount recoverable upon termination of the Contract due to Contractor's default	Difference in Cost of Balance work left by the Contractor & Actual cost of balance work to be executed by ESCL.
Applicable Law	Indian Law
Court Jurisdiction	Raipur, Chhattisgarh

Section 4 - Technical Proposal - Standard Forms

To be submitted in the Envelope 1

Checklist of Submissions

TECH-1	Letter of Proposal
TECH-2	Particulars of the Bidder
TECH-3	Statement of Legal Capacity
TECH-4	Power of Attorney
TECH-5	Format for Anti-Collusion Certificate
TECH-6	Format for project undertaking
TECH- 7	Format for affidavit
TECH-8	Financial Capacity of the Bidder
TECH-9	Eligible project experience (with summary) of the Bidder
TECH-10	Proposed Approach, Methodology and Work Plan
TECH-11	Particulars of Proposed Key Personnel
TECH-12	Curriculum Vitae (CV) of Key Personnel
TECH-13	Activity Schedule

Section 4 – Bidding Forms

TECH-I

LETTER OF PROPOSAL

[On the Letter Head of the Bidder]

(Date and Ref)

To,
Managing Director
Raipur Smart City Limited (RSCL),
Chhatrapati Shivajee Maharaj Outdoor Stadium,
Near Viveknand Sarovar,
Raipur- 492001. Chhattisgarh

Sub: Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.

Dear Sir,

With reference to your RFP Document dated, I/we, having examined RFP documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for Selection of Developer for Conceptualization, Designing, Implementation of Shaheed Smarak Facelift Work on Design & Build basis ".

This proposal is unconditional and unqualified.

1. I/We acknowledge that RSCL will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to RSCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of RSCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum which may be issued by RSCL;

- b) I/We do not have any conflict of interest in accordance with the terms set forth in this RFP document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with RSCL or any other public-sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the CSC 1, without incurring any liability to the Bidders in accordance with the RFP document.
 7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by RSCL [and/ or the Government of India/Gujarat] in connection with the selection of Developer or in connection with the selection process itself in respect of the above-mentioned Assignment.
 11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
 12. I/We agree to keep this offer valid for six months from the Proposal Due Date specified in the RFP.
 13. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided at TECH-4.
 14. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by RSCL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
 15. The Financial Proposal is being submitted in a separate Envelope. This Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the RFP and shall be binding on us.

16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.
17. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
18. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP document

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder / Lead Member)

Note:

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TECH-2
PARTICULARS OF THE BIDDER

- 1 Title of Assignment: - Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.
- 2 Details of Bidder including:

Name of Bidder:

Brief description of the Bidder:

Country of Incorporation:

Date of incorporation and / or commencement of business:

Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*
1					
2					
3					
4					

** Role of each Member should be clearly identified and specified by mentioning the level of engagement in executing this Assignment.*

Location of Principal Office that will be responsible for the implementation of this work: (a) India
(b) other

Demonstrate their credentials through national / international awards / any other distinctions

Contact and Communication Details:

Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone No:

(f) E-mail Address:

(g) Fax No:

Details of individual (s) who will serve as the point of contract / communication for RSCL within the Company

(a) Name:

(b) Designation:

(c) Address:

(d) Telephone No.

(e) E-mail address:

(f) Fax No.

3 For the Bidder, state the following information:

(i) In case of non-Indian Firm, does the Firm have business presence in India?

Yes/No

If so, provide the office address(es) in India.

(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?

Yes/No

(iv) Has the Bidder been backlisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

(v) Has the Bidder or any of the Members, suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this Assignment.

Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.

4 Does the Bidder's firm/company combine functions as a Developer or adviser along with the functions as a contractor and/or a manufacturer?

Yes/No

If yes, does the Bidder agree to limit the Bidder's role only to that of a Developer/ adviser to RSCL and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?

Yes/No

5 Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the services?

Yes/No

If yes, does the Bidder agree that it will only be acceptable as CSC 1, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or services for any other part of the Assignment) other than that of the CSC 1?

Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Developer/ adviser for RSCL only?

Yes/No

(Signature, name and designation of the authorized signatory)

For and on behalf of

TECH-3
STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letter head of the Bidder)

Ref.

Date:

To,

Managing Director

Raipur Smart City Limited (RSCL),

Chhatrapati Shivajee Maharaj Outdoor Stadium,

Near Viveknand Sarovar,

Raipur- 492001. Chhattisgarh

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak including Conceptualization, Designing and Implementation in Raipur – Chhattisgarh.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Note:

TECH-4

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

Know all men by these presents, we, (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak including Conceptualization, Designing and Implementation in Raipur – Chhattisgarh." including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to RSCL, representing us in all matters before RSCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with RSCL in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with RSCL.

AND GENERALLY, to act as our Attorney or agent in relation to the Proposal for the work of "Improvement of Façade and parking for Shaheed Smarak including Conceptualization, Designing and Implementation basis" and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

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

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

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

To be executed by the sole Bidder

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

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

TECH-5
FORMAT FOR ANTI-COLLUSION CERTIFICATE

Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.

Anti-Collusion Certificate

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

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

Dated this _____ Day of _____, 2018

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

TECH-6
FORMAT FOR PROJECT UNDERTAKING

Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.

Ref.

Date:

To,

Managing Director

Raipur Smart City Limited (RSCL),

Chhatrapati Shivajee Maharaj Outdoor Stadium,

Near Viveknand Sarovar,

Raipur- 492001. Chhattisgarh

Sub: Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.

We have read and understood the RFP Document in respect of the captioned Assignment provided to us by Raipur Smart City Limited (RSCL).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid/ proposal, we hereby represent and confirm that our bid/ proposal is unconditional in all respects.
- (b) We are not barred by Government of India, Government of Chhattisgarh, or any state government or any of their Bidders from participating in similar projects.

Dated this _____ Day of _____, 2018.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

TECH- 7
FORMAT FOR AFFIDAVIT

Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.

(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)

1. I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Chhattisgarh (GoC) from participating in any projects.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Raipur Smart City Limited (RSCL) to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the RSCL.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date

(You can print the affidavit on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)

TECH-8
FINANCIAL CAPACITY OF THE BIDDER

S. No.	Financial Year	Annual Turnover (In Rs. cr)
1.	2016-17	
2.	2015-16	
3.	2014-15	

Certificate from Statutory Auditor based on Audited Balance Sheet.

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees for projects as presented in Appendix attached hereto.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

This certificate shall be accompanied by Appendix attached hereto.

Appendix to Tech 8:

Sl. No.	Title of Project	Client	Annual Revenue
FY 2016-17			
1			
2			
..			
Total for 2016-17			
FY 2015-16			
1			
2			
..			
Total for 2015-16			
FY 2014-15			
1			
2			
..			
Total for 2014-15			

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Notes:

- i. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- ii. Instructions for calculation of Financial Capability: Fees from Services only for "Eligible Contracts" as defined in this RFP shall be considered for calculation of financial capacity.
- iii. The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.
- iv. The financial year would be the same as followed by the Bidder for its annual report.
- v. The Bidder shall provide audited Annual Reports as required under this RFP Document.
- vi. In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the RFP.

TECH-9ELIGIBLE PROJECT EXPERIENCE (WITH SUMMARY) OF THE BIDDER

[Using the format below, provide information on relevant project experience for which your organisation was legally contracted for carrying out services similar to the ones requested under this Assignment during the last 10 years preceding the date of submission of Proposal.]

Name of Bidder:	
Name of the Project:	
Project Type:	
Description of services performed by the Bidder firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Capital Cost of Project (in Rs. crore or US\$ million):	
Area of project (in acres)	
Start date and finish date of the services (month/ year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the services Provided:	

Sl. No	Relevant Projects as per Section 2.9	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
Note: The bidder need to submit the notarized copy of the work order and completion certificate from respective client for each project in support their claim						

Notes:

- (a) Use separate sheet for each Eligible Contract. (The eligible projects have been defined in Section 2.9.5.2 of this RFP).
- (b) The certification of project experience shall be issued by concerned agency or client. The Bidder should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.
- (c) Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder.
- (d) The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.
- (e) The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal.
- (f) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
- (g) Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.
- (h) Ongoing projects can be submitted with detail of progress supported by suitable documents. Only projects which have been completed more than 80% and payments received will be considered for evaluation.

TECH-10

PROPOSED APPROACH, METHODOLOGY & PRESENTATION

The proposed approach, methodology and work plan shall be described as follows:

1. Project Appreciation (Understanding of ToR) (not more than Two pages)

The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

2. Approach and Methodology (*not more than ten pages*)

The Bidder will submit its Approach and Methodology for carrying out this Assignment, outlining its approach toward achieving the Objectives laid down in the ToR. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Assignment.

3) Presentation

The Bidder will submit a Power point Presentation elaborating his concept, drawings, 3D views & other relevant details. Presentation shall be of 30 to 35 slides.

TECH-11PARTICULARS OF PROPOSED KEY PERSONNEL

Sr. No.	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience (Years)	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From – To)	
1.	Team Leader Cum Architect						
2.	Project manager						
3.	Quality Cum Material Engineer						

Note:

1. Provide CV of each key personnel as proposed above in TECH-13. In case, the CV as per TECH-13 is not provided, the respective Key Personnel shall not be considered for evaluation.
2. Minimum experience for support staff should be three years & he should have two years relevant experience in the respective field.

Date:.....(Signature and name of the authorized signatory of the Bidder).....

TECH-12

CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____
2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____
4. Date of Birth: _____ Nationality: _____
5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Membership of Professional Associations: _____

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record and Work Experience [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held, projects worked upon and respective, roles and services.*]:

From [Year]: _____ To [Year]: _____	Project 1.....	role and services
Employer: _____	Project 2.....	role and services
Positions held: _____	Project 3.....	role and services
	Project	role and services

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this Assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	---

13. Whether a Permanent Employee of the Bidder for more than one year: Yes / No

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Place..... (Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Notes:

1. Use separate form for each Key Personnel.
2. The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.
4. Proof of identity, age & educational qualification should be enclosed with CV.

It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original. If successful, the originally signed CV shall be produced during negotiations,

TECH-13
ACTIVITY SCHEDULE

Bidder should propose the activity schedule for carrying out the Assignment. The activity schedule shall be consistent with the approach and methodology.

N°	Activities	Weeks								
		W1	W2	W3	W29`	W28

- Notes
- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as submission of deliverables, presentations, KPT approvals etc. .
 - 2 Duration of activities shall be indicated in a form of a bar chart.
 - 3 Include a legend, if necessary, to help read the chart.

Section 5. Financial Proposal

[To be submitted online only]
FIN 1

FROM: (Name of Firm)
To,

Managing Director
Raipur Smart City Limited (RSCL),
Chhatrapati Shivajee Maharaj Outdoor Stadium,
Near Viveknand Sarovar, Raipur- 492001. Chhattisgarh

Subject Submission of Financial Bid for “Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation.” Project.

We, the under signed, offer to provide services for the subject mentioned work in accordance with your Request for Proposal dated [Date] & Form of Contract. Our attached financial proposal is Rs. ----- for the lumpsum of [Amount in words and figures]. This amount is inclusive of all the taxes. In case of difference in amounts in words & figures amount specified in words will prevail.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake 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”.

We understand you are not bound to accept any proposal you receive.

We remain,
Yours sincerely,

Managing Director/Proprietor/Authorized Signatory of the Bidder*
Name of the firm Address

FIN 2

FORMAT FOR DECLARATION OF PREVAILING RATE of GST.

FROM : (Name of Firm)

To,

Managing Director
Raipur Smart City Limited (RSCL),
Chhatrapati Shivajee
Maharaj Outdoor Stadium,
Near Viveknand Sarovar,
Raipur- 492001. Chhattisgarh

Subject "Request for Proposal (RFP) for Selection of Developer for Improvement of Façade and parking for Shaheed Smarak in Raipur – Chhattisgarh including Conceptualization, Designing and Implementation", **Declaration of Prevailing rate of GST.**

It is confirmed that rates quoted by us in our financial proposal are inclusive of Goods & Service Tax.

We hereby declare that prevailing rate of Goods & Service Tax considered for the scope of work under this RFP is ----% (In words -----).

We remain,
Yours sincerely,

Managing Director/Proprietor/Authorized Signatory of the Bidder*

Name of the firm Address
*Lead Member in case of JV

SECTION 6
GENERAL CONDITIONS OF THE CONTRACT

Section 6 – General Conditions of Contract

5.1 Definitions

5.1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings capital initials are used to identify defined terms.

“Compensation Events” are those defined in Clause 5.44

The “Completion Date” is the date of Completion of the Works as certified by the Managing Director or his nominee in accordance with Sub Clause 3.55

The “Contract” is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 3.2.3 below.

The “Contract Data” defines the documents and other information which comprise the Contract.

The “Contractor's Bid” is the completed Bidding documents submitted by the Contractor/Developer to the Employer.

The “Contract Price” is the stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

“Days” are calendar days, months are calendar months.

A “Defect” is any part of the Works not completed in accordance with the Contract.

The “Defects Liability” Period is the Period named in the Contract Data and calculated from the Completion Date.

The “Developer” is a entity who’s Bid to carry out the Works has been accepted by Employer.

The “Employer” is the party who will employ the contractor to carry out the Works.

The “Managing Director” his nominee is the person named in the Contract (or any other Competent person appointed and notified to the contractor to act in replacement of Managing Director (or his nominee) who is responsible for supervising the Contractor, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

“Equipment” is the Contractor's machinery and vehicles brought temporarily to the Site to execute the Works.

The “Initial Contract Price” is the Contract Price listed in the employer's Letter of Acceptance.

The “Intended completion Date” is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the

Contract. The Intended Completion Date may be revised only by the Managing Director his nominee by issuing an extension of time.

“Materials” are all supplies, including consumables, used by the contractor for incorporation in the Works.

“Plant” is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The “Site” is the area defined as such in the Contract.

“Site Investigation Reports” are those which were included in the Bidding documents and are factual interpretative reports about the surface and subsurface conditions at the site.

“Specification” means the Specification of the Works included in the Contract and any modification or addition made or approved by the Managing Director or his nominee.

The “Start Date” is given in the Contract. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A “Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the site.

“Temporary Works” are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

A “Variation” is an instruction given by the Managing Director or his nominee which varies the Works. install and turn over to the Employer as defined in the Contract.

“RSCL” means the Raipur Smart City Limited

The Trained Work Person are those employed/proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programmer run under the auspices of a University, State Technical Board, Ministry of Government of India.

5.2 Interpretation

5.2.1. In interpreting this Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract instructions clarifying queries about the Conditions of Contract.

5.2.2. If sectional completion is specified in the Contract, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

5.2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- 1 . Agreement
- 2 . Letter of Acceptance and notice to proceed with Works Contractors Bid.
- 3 . Contract (RFP)
- 4 . Conditions of Contract including Special Conditions of Contract
- 5 . Specifications
- 6 . Any other documents listed in the Contract as forming part of the Contract.

5.3 Language and Law

The language of the Contract and the law governing the Contract are stated in the RFP.

5.4 Managing Director or his nominee's Decisions

Except where otherwise specifically stated, the Managing Director his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5.5 Delegation

The Managing Director his nominee may delegate any of the duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

5.6 Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

5.7 Joint Venture

Companies/Contractors may jointly undertake contract/contracts. Each one would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the legibility criteria.

5.8 Subcontracting

5.8.1 The Contractor may subcontract with the approval of the Managing Director or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

5.8.2 Another Contractor

The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as have referred to in the Contract

Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

5.9 Personnel

5.9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract to carry out the functions stated in the Schedule or other personnel approved by the Managing Director or his nominee. The Managing Director or his nominee will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

5.9.2 If the Managing Director or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

5.10 Employer's and Contractor's Risks

5.10.1 The Employer carries the risks which this contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

5.11 Employers Risks

5.11.1 The Employers risks are

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
 - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
 - (iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
 - (vi) Floods, tornadoes, earthquakes and landslides.
- (b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any

- part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
- (i) could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
 - A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. Insure against.

5.12 Contractor's risks

5.12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

5.13 Insurance

5.13.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.

- a) Loss of or damage to the Contractors risks.
- b) Loss of or damage to Equipment;
- c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and
- d) Personal injury of death

5.13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Managing Director or his nominee for the Managing Director or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

5.13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.

5.13.4 Alternate to the terms of insurance shall not be made without the approval of the Managing Director or his nominee.

5.13.5 Both parties shall comply with all conditions of the insurance policies

5.14 Site Investigation Reports

5.14.1 The Contractor, in preparing the Bid, shall rely on the Investigation Report referred to in the Contract, supplemented by any information available to the Bidder.

5.15 Queries about the Contract Data.

5.15.1 The Managing Director or his nominee will clarify queries on the Contract.

5.16 Contractor to Construct the Works.

5.16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

5.17 The Works to Be Completed by the Intended Completion Date.

5.17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Managing Director or his nominee, and complete them by the Intended Completion Date.

5.18 Approval by the Managing Director or his nominee.

5.18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Managing Director or his nominee, who is to approve them if they comply with the specifications and Drawings.

5.18.2 The Contractor shall be responsible for the of Temporary Works.

5.18.3 The Managing Director or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

5.18.4 All Drawings/proposals prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Managing Director or his nominee before their use.

5.19 Safety

The Contractor shall be responsible for the safety of all activities on the Site.

5.20 Discoveries.

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The contractor is to notify the Managing Director or his nominee of such discoveries and carry out the Managing Director or his nominee's instructions for dealing with them.

5.21 Possession of the Site.

The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

5.22 Access to the Site

The Contractor shall allow the Managing Director or his nominee and any person authorized by the Managing Director or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

5.23 Instructions

The Contractor shall carry out all instructions of the Managing Director or his nominee which comply with the applicable laws where the Site is located.

5.24 Disputes

If the Contractor believes that a decision taken by the Managing Director or his nominee was either outside the authority given to the Managing Director or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Managing Director within 28 days of the notification of the Managing Director or his nominee's decision.

5.25 Settlement of Disputes

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Managing Director or his nominee, the matter in dispute shall, in the first place be referred to the Managing Director for review.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Managing Director or his nominee unless and until the same shall be revised, as hereinafter provided, by the Managing Director.

5.25.1 Decision by Managing Director

(i) The Managing Director shall review & give a decision in writing within 28 days of receipt of a notification of a dispute.

(ii) If the decision reached by the Managing Director is not acceptable to the contractor, Contractor may submit written request to Managing Director within 28 days of the Managing Director's written decision for appointment of Arbitrator. If neither party refers the disputes to arbitration within 28 days, the Managing Director's decision will be final and binding.

5.25.2 Arbitration

Any dispute in respect of contracts where party is dissatisfied by the Managing Director's decision shall be decided by arbitration as set forth below:

- (i) A dispute shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof including amendment of Arbitration & Conciliation act issued in 2015 shall be followed.
- (ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence nor did arguments already put before the Managing Director, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Managing Director or his nominee, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Managing Director or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iv) Arbitration proceedings shall be held at Raipur, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'
- (v) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equality by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (vi) All arbitration awards shall be in writing and shall state the reasons for the award.
- (vii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be with held, unless they are subject matter of the arbitration proceedings.

5.26 Remedial measures – If decision of Arbitrator is not agreeable to either parties, same shall be settled in the jurisdiction of Courts in Raipur.

B. TIME CONTROL

5.27 Program

5.27.1 Within the time stated in the contract data the contractor shall submit to the Managing Director or his nominee for approval a program showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

5.27.2 An update of the program shall be a program showing the actual progress achieved on the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

5.27.3 The contractor shall submit to the Managing Director or his nominees, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Managing Director or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

5.27.4 The Managing Director or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the Managing Director or his nominee again at any time. A revise program is to show the effect of variations and compensation events.

5.28 Extension of the intended completion date.

The Managing Director his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost. The Managing Director his nominee shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the Managing Director his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information, If the contractor has failed to give early warning of a delay or has failed to cooperate in assessing the new intended completion date.

5.29 The Early Warning Provisions shall be as per clause 3.32.

5.30 Delays Ordered by the Managing Director or his nominee.

5.30.1 The Managing Director or his nominee may instruct the contractor to the start or Progress of any activity within the works.

5.31 Management Meeting.

5.31.1 Either the Managing Director or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in

accordance with the early warning procedure

5.31.2 The Managing Director or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Managing Director or his nominee either at the management meeting or after the management meeting and state in writing to all attended the meeting.

5.32 Early warning

5.32.1 The contractor is to warn the Managing Director or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Managing Director or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion date. The estimates are to be provided by the contractor as soon as reasonably possible.

5.32.2 The contractor shall cooperate with the Managing Director or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Managing Director or his nominee.

5.32.3 The Defect Liability period for the contract shall be 12 months from the date issue of completion certificate.

C. QUALITY CONTROL

5.33 Identify Defects

5.33.1 The Managing Director or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Managing Director or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Managing Director or his nominee considers may have a Defect.

5.34 Tests

If the Managing Director or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

5.35 Correction of Defects

5.35.1 The Managing Director or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall

be extended for as long as Defects remain to be corrected.

5.35.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Managing Director or his nominee's notice.

5.36 Uncorrected Defects

5.36.1 If the Contractor has not corrected a Defect within the time specified in the Managing Director or his nominee's notice the Managing Director or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

5.37 Scope of the work

5.37.1 3.37.1 Scope of the work shall contain items for the restoring "Aquatic life", including supply, installation, testing and commissioning work to be done by the Contractor.

5.37.2 3.37.2 Scope of work is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the payment schedule for each item.

5.38 Changes in the Quantities

5.38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent (+35 percent for earthwork items) provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (s), to allow for the change, in accordance with Clause 3.40.

5.38.2. The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.

5.38.3 If requested by the Nodal Officer or his nominee where the Quoted rate (s) off any item(s) is / are abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

5.39 All Variations shall be included in updated programs produced by the Contractor.

5.40 Payment for Variations.

5.40.1 Variation permitted shall not exceed +25% (+35% for earthwork works) in quantity of each individual item, and + 10% of the total contract price, within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

5.40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

- i) Rates and prices in Contract, if applicable plus escalation as per contract.
 - ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
 - iii) Market rates of materials and labor, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors
- 5.40.3 For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:
- i) Rates and prices in contract, if reasonable plus escalation, failing which (i) and (ii) below will apply
 - ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
 - iii) Market rates of material and labor, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.
- 5.40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.
- 5.40.5. If the Nodal Officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 5.41 Cash flow forecasts.
- 5.41.1 When the program is updated, the contractor is to provide the Managing Director or his nominee with an updated cash flow forecast.
- 5.42 Payment Certificates.
- 5.42.1 The contractors shall submit to the Managing Director or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 5.42.2 The Managing Director or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data (Secure Advance).
- 5.42.3 The value of work executed shall be determined by the Managing Director or his nominee.
- 5.42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.

5.42.5 The value of work executed shall include the valuation of variations and Compensation Events.

5.42.6 The Managing Director or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

5.43 Payments.

5.43.1 Bills shall be prepared and submitted by the Contractor in following way:

- a. Stage wise bills will be raised on completion of task ID given in payment schedule defined in Financial Bid Format (Annexure III). Payment will be made only on 100% achievement of task.
- b. For annual maintenance period of 60 months, bills will be raised biannually. Payment will be made fulfillment of performance requirements defined in Section 3.0 of Scope of Work.

5.43.2 Bill amount shall be paid after adjusting retention deposit & any other recoveries due from the contractor within 30 days of submission of the bill.

5.44 Compensation Events

5.44.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.

- (a) The Employer does not give access to a part of the Site by the site. Possession Date stated in the Contract Date.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.
- (d) The Managing Director his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The effect on the Contractor of any of the Employer's Risks.
- (j) The Managing Director his nominee unreasonably delays issuing a Certificate of Completion.

Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation

event.

5.44.2 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Managing Director his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Managing Director his nominee shall adjust the Contract Price based on Managing Director his nominee's own forecast. The Managing Director his nominee will assume that the Contractor will react competently and promptly to the event.

5.45 Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the all applicable taxes & duties including Goods & Service tax that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

5.46 Currencies

All payments shall be made in Indian Rupees unless specifically mentioned.

5.47 Price Adjustment.

5.47.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the Contract data. This Clause is applicable for all the civil works having tender cost more than Rs. 5 crore and duration is more than 12 months.

The price adjustment shall not apply for the work done from the start date given in the Contract data upto end of the initial intended completion date or extensions granted by the Managing Director or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor. Price adjustment will be applicable from 2nd years of Operation & Maintenance Period.

(1) The Price adjustment for increase or decrease in the cost shall be paid in accordance with the following formula:

$$V = 0.85 \times Q \times R \times [(P - P_o)/P_o]$$

Where,

V = Variation in price on account of labour during the month under consideration.

P_o = Market rate of labor on the date of opening of the bids. (Consumer Price Index for Labour).

- P = Market rate of labor during the month under consideration (Consumer Price Index for Labour).
- Q = Percentage of labour component.
- R = Value of work during the month under consideration.

Note: i) Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in tender document for each component i.e. Labour.

5.47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs.

5.47.3 SUBSEQUENT LEGISLATION

If, after the date the date for submission of tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the employer and the contractor be determined by the Managing Director his nominee and shall be added to or deducted from the contract price and the Managing Director his nominee shall notify the contractor accordingly with a copy to the employer.

5.48 Retention

5.48.1 The employer shall retain from each payment due to the contractor the proportion stated in the contract data until completion of the whole of the works.

5.48.2 Retention money shall be deducted at 5% from each running bill, subject to a max. of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

5.49 Liquidated damages

5.49.1 In case of delay in completion of the contract or failure in maintenance period, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

- (i) The owner if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or

- remedy available in that behalf Rs. 50,000/- will be recovered from any monies due to Contractor as Liquidated Damages limiting to 10% of the contract value of the works for each week or part of the week.
- (ii) The owner if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work with in further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
 - (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
 - (iv) In the event of such termination of the contract as described in clauses 5.59.2 (a) or 5.59.2 (b) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
 - (v) The ceiling of LD shall be 10% of the cost of work
 - (vi) In case part / portions of the work can be commissioned and part operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.

- 5.50 Bonus - For early completion of the contract before the stipulated date of completion of an incentive amount at the rate of half per cent (1/2%) of the contract price per full week of early completion, subject to a maximum of ten percent (10%) of the contract price may be paid to the contractor.

The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow extension of time at its discretion, by virtue of which the contractor make him self eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable.

For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.

- 5.51 The Employer shall make the following advance payments:

5.51.1. Mobilization Advance shall be paid up to 10% of contract price, payable in two equal installments. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilization of earlier advance.

5.51.2. Construction/ installation equipment advance shall be paid upto 5% of contract

price.

5.51.3. Mobilization advance and Construction equipment advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest at the discretion of employer and against 110% value of bank guarantee for such advance and against hypothecation of construction equipment to the employer. However, availing of advance payment be optional with the bidder exercising the option along with the tender.

5.51.4. Equipment advance shall be paid in two or more equal installments. First installment shall be paid after construction equipment has arrived at the site and next installment shall be paid after satisfactory utilization of earlier advances (s)

5.51.5. Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original contract work is executed.

5.51.6. The Nodal Officer or his nominees shall make advance payment in respect of materials and plant brought to site for but not yet incorporated installed in the works in accordance with conditions stipulated in the Contract. 75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as secured advance. Materials which are of perishable nature should be adequately insured.

5.51.7. Mobilization advance shall be paid on production of Bank Guarantee of 110% of payment of advance.

5.52 Performance Securities

5.52.1 Security deposit shall consist of two parts:

- a) Performance security to be submitted at the time of award of the work.
- b) Retention money to be recovered from Running Bills.

5.52.2 Performance Guarantee should be 5% of Contract price should be submitted as Bank Guarantee, or demand draft within 15 days of receipt of letter of acceptance

5.52.3 Retention Money @5% is to be recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% for each bill. Retention Money will be refunded within 60 days from the date of handing over of the work. Performance security to be refunded immediately not later than 14 days from completion of defect liability period.

5.53 NIL

5.54 Cost of Repairs

5.54.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the

Contractor at the Contractors cost if the loss or damage arises from the Contractors acts or omissions

E FINISHING THE CONTRACT.

5.55 Completion

After completion of the work, the contractor will serve a written notice to the Managing Director or his Nominee/Employer to this effect. The Managing Director his Nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Managing Director his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as "Completion Certificate".

5.56 Taking over

The employer shall take over the site and the works within seven days of the Managing Director or his nominee issuing a certificate of completion.

5.57 Final Account

5.57.1 The Contractor shall supply to the Managing Director or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Managing Director or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Managing Director or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor.

If the final account is still unsatisfactory after it has been resubmitted the Managing Director or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

5.58 Operating and Maintenance Manuals

5.58.1 If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.

5.58.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Managing Director or his nominee's approval, the Managing Director or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

5.59 Termination

5.59.1 The employer or the Contractor may terminate the contract if the other party causes a

fundamental breach of the contract.

5.59.2 Fundamental breaches of contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Managing Director or his nominee.
- (b) The Managing Director or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) A payment certified by the Managing Director or his nominee is not paid by the employer to the contractor within 60 days of the date of the Managing Director or his nominee's certificate.
- (e) The Managing Director or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Managing Director or his nominee.
- (f) The contractor does not maintain a security which is required.
- (g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- (h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (i) If the contractor has contravened clause 2.11 of Instruction to Bidders.

5.59.3 When either party to the contract gives notice of a breach of contract to the Managing Director or his nominee for a cause other than those listed under sub Clause. 5.59.2 above, the Managing Director or his nominee shall decide whether the breach is fundamental or not.

5.59.4 Upon termination of Contract due to contractor's default, Client will get the balance work executed at the Risk & Cost of the Contractor.

5.59.5 Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

5.59.6 If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

5.60 Payment upon Termination.

5.60.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Managing Director or his nominee shall issue a certificate for the value upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.

5.60.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Managing Director or his nominee shall issue a certificate for the value of the work done, the reasonable employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate,, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

5.61 Property

5.61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

5.62 Release from Performance.

5.62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Managing Director or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

SECTION 7

SPECIAL CONDITIONS

Section 7: Special Conditions of Contract

Following clauses from Conditions of Contract stands deleted

Clause Nos, 5.7, 5.81, 5.38, 5.39, 5.40, 5.44, 5.47, 5.50, 5.51, 5.53.

6.1 TAXES & DUTIES

The rates shall be inclusive of all taxes duties payable by them including Goods & Service Tax. Income tax at prevailing rates and surcharge as applicable thereon shall be deducted at source by RSCL in accordance with Income Tax act in accordance with instruction issued by TAX Authorities on this behalf from time to time for this TDS will be given.

6.1.1 GOODS AND SERVICE TAX

Contractor is liable to pay GST as per rules framed under GST Act of State & Central Government and amended from time to time shall be applicable and contractor shall have to follow the same. In case of change in rates GST action pursuant to GCC clause No. 3.47.5 shall be initiated.

6.1.2 GST REGISTRATION

The Goods & Service Tax Registration No. should be invariably mentioned in the bid tender quotation failing which bid / tender quotation will be considered as non-responsive and be liable for discharge.

6.2 PAN REGISTRATION

Income Tax PAN registration number may be furnished with documentary evidence along with the tender documents.

6.3 ARBITRATION

(i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any Office appointed by him.

(ii) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and

disputes relating to liabilities of parties during the guarantee period after completion of the work.

- (iii) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim with supporting documents thereof in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (iv) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Managing Director or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the RSCL shall be discharged and released of all liabilities under the contract in respect of these claims.
- (v) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (vi) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (vii) The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- (viii) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (ix) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (x) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xi) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

6.4 NIGHT AND HOLIDAY WORK

The contractor shall be allowed to execute the work round the clock on all days except for declared closed holidays by the RSCL.

6.5 NOTICE OF ADDRESS

The Contractor shall notify in writing to the Managing Director an address at for the service on the Contractor any communication or any notice to be given to him under the Contract and any such notice/communication to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor. Any notice/communication to the Contractors shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be a company the registered office of the Contractor or at the contractors last known address.

6.6 QUALIFIED PERSONNEL

Fully qualified and experienced quality control Engineers shall be employed by the Contractor and shall be available on site at all times when important work is taking place. Operators and foreman in charge of placing of Bore holes shall be fully trained and experienced in their classes of work

6.7 LABOUR

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Managing Director or his nominee, deliver to the Managing Director or his nominee a return in detail, in such form and at such intervals as the Managing Director or his nominee may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Managing Director or his nominee may require.

- 6.8.1 After award of contract, the agency shall provide a list of staff along with police verification deputed by the agency at designated Lake Complexes in Raipur to the Commissioner, RSCL in the following format for records. The agency will issue its own photo identity cards to its employees deployed in the project for above contract purposes.

Expanded Name

Father's Name (Expanded)

Educational Qualifications

Ex-servicemen men

- Age with date of birth
- Permanent Address (with authenticated proof)
- Local Address (with authenticated)
- 6.8.2 To report unusual happening, if any to the Commissioner, RSCL or any other authorized person, in writing by the agency being awarded with the contract.
- 6.8.3 The Competent Authority reserves the right to direct Agency to remove / replace any staff for unsatisfactory performance and to provide substitute.
- 6.8.4 In case of loss or damage to biodiversity of any of the Lake / or in the premises covered under contract by the personnel deployed for the job, the agency shall be fully responsible for replacing the personnel(s) deployed in the project. The decision of Commissioner, RSCL in this regard shall be binding & final.
- 6.8.5 25% of personnel deployed for this contract are to be rotated after three months to avoid claim of permanency.
- 6.8.6 The agency will be responsible for preserving good order, discipline and decorum in and around the Lake Complexes, on day to day basis during their activities at site. The agency shall be responsible for providing uniform, boots and other safety apparels and appliances to the personnel's deployed.
- 6.8.7 The agency is to remove / take out the garbage & materials waste (if any), from environmental cleaning to the designated site by RSCL. The agency can have a tie-up with RSCL for the same but the responsibility of the removal of garbage/ waste materials would be of the agency.
- 6.8.8 The personnel should be properly turned out during duty hours. The staff deployed by the agency shall be provided proper uniform and kit by the agency.
- 6.8.9 The agency shall remain the only and principal employer of all the staff recruited and appointed by it. The RSCL shall not be responsible for loss of job to any employees of the agency in case of expiry/termination of the contract.
- 6.8.10 The contract shall for a period of One year from the date of its commencement. The contract is having provision of Annual Maintenance for further nine (09) Years on the basis of performance of the agency on the same terms and conditions.
- 6.8.11 The validity of the rate quoted by the agency would be for the entire period of the contract. The agency shall not be entitled to claim additional amount for whatsoever reasons during the currency of the contract.
- 6.8.12 As and when there is a change of Key personnel deployed in project, it should be got approved by the Agency to the Commissioner, RSCL at least one week in advance along with the reasons thereof and the substitute should be acceptable to RSCL in terms of his qualifications & experience.
- 6.8.13 The successful bidder shall be responsible for getting police verification of the

employees / labors deployed by him from time to time. Police verification report should be submitted to RSCL within three days from the date of deployment.

6.8.14 The successful tenderer will submit proof in support of payment of ESI, PF and other statutory requirements of the staff deployed (if applicable) for this purpose every month with the bill to the Administrator.

6.8.15 COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, Notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Managing Director or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Managing Director or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED ON CONTRACT WORKS.

(a) Workmen Compensation Act 1923: - The act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.

- (c) Employees P.F and Miscellaneous Provision Act 1952: - The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (d) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labors.
- (f) Minimum Wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (i) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.
- (j) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of
children below 14 years of age in certain occupations and processes and provides for

regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

- (k) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: -The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.

6.8 WATCHING & LIGHTING

The contractor shall in connection with the works, provide and maintain at his own expenses, all lights, guards, and watching whether on shore or afloat when and where necessary or as required by the Managing Director or by any Competent Statutory or other authority for preparation of works or for the safety and convenience of the public or others.

6.9 GENERAL CONDITIONS

- 6.10.1 The tenderer shall thoroughly study the local working conditions and the site of work which is suited in the tidal area, hence contractor have to visit the site before tendering and no claim/dispute what-so-ever shall be entertained thereafter on that account. The rates quoted shall be deemed to have taken all the aspects into consideration
- 6.10.2 For the purpose of measurement, the method prescribed in the I S unless stated otherwise in this contract. In the case of any ambiguity the decision of Managing Director shall be final
- 6.10.3 All the rules and regulations governing the RSCL shall be applicable.
- 6.10.4 All the labour acts rules and regulations in-force from time to time is to be followed by the contractor.
- 6.10.5 The contractor shall have to obtain necessary permission from the Assistant Labor Commissioner (Central. in case he engages 09 or more and if contractor engages 10 or more labors shall have to obtain license on any day during the execution of work.
- 6.10 Force Majeure - This will be restricted to natural calamities and acts of God only.
- 6.11 The Pre-acceptance letter intimating the contractor about the proposed acceptance of tender will be issued by the Managing Director The tender agreement in approved form bearing the stamp of required value shall be executed by the Managing Director, having common seal of the RSCL. The tender for the work shall remain open for

acceptance for three months (120 days) from the date of opening of the tender.

6.12 SPECIAL CONDITIONS FOR ENVIRONMENTAL PROTECTION

- The contactors shall strictly follow up the environmental rules as per the environmental protection) act 1996 while execution of the works and as directed by the Managing Director.
- The contractors shall be carried out the marine and Geo- technical investigations in such a way that there is no negative impact on marine / costal water and other environmental components.
- The contractor's shall carry out mobilization/ demobilization of temporary platform of pontoon/ jack up platform for mounting drilling machine etc. including other ancillary equipment in such a way that there is no impact on marine habitats.
- The debris and / or any other type of waste shall not be disposed off into the sea, creek or in the CRZ areas (if generated)
- Machine or equipment's shall be used of noise less.

6.13 Tender with any condition or enclosures are liable to be summarily rejected.

6.14 During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Managing Director shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Managing Director, misconduct or he is found negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission of Managing Director.

6.15 The tender documents submitted by the contractor and correspondence exchanged between him and RSCL authorities prior to acceptance of the tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.

6.16 The contractor shall arrange transportation facilities to reach site of work for the supervisory staff of RSCL at his own cost.

6.17 SINGULAR & PLURAL

Words importing the singular only also include the plural and vice versa where the context requires. Words importing, the masculine shall include the feminine and words importing, persons shall include firms, companies, corporation, municipalities and bodies corporate.

6.18 Construction of Site Offices

Site offices shall be constructed by the contractor to facilitate working at site and to provide necessary facilities for maintenance of site records.

- 6.19 The time period for completion of work shall be strictly adhered to. No extension of time shall be granted. Contractor is free to deploy additional manpower/machinery jack up barges etc. to complete the work within stipulated time.
- 6.20 **Cashless Payment to Employees & Workers:** To substantiate cashless payment to the employees, the Successful bidder should provide an affidavit on Rs 100 Non-judicial stamp paper, duly notarized at the time of award of work for making Cashless payment to his employees. The affidavit format is provided in Annexure-13. The affidavit is in accordance with Point-6 of minutes of meeting (held on 29/11/2016) issued by Ministry of Housing and Environment, Government of Chhattisgarh.

Contractor

Managing Director
Raipur Smart City Limited

SECTION 8

FORMS OF SECURITIES AND OTHER FORMATS

Section 8: Forms of Securities and Other Formats

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.

Annexure A - SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref:

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of tender on the basis of provisions made in the tender documents to follow.

(c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other evaluation.

(e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).

Date:

Place:

Name of the Applicant: _____

Represented by (Name & Capacity) _____

Annexure B - SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE / SECURITY DEPOSIT

(To be executed on Rs.100/- non-judicial Stamp Paper)

[On Appropriate Stamp Paper]

Bank Guarantee No. [

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

RAIPUR SMART CITY LIMITED, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at (hereinafter referred to as RSCL, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

(A) RSCL has entered into a contract for providing contracting services dated [insert date] (the Contract) with [insert name of Contractor], a company/firm [incorporated / registered] under the [insert name of the relevant statute under which the Contractor has been incorporated or registered, as the case may be], [with its [registered/principal] office at [] (hereinafter referred to as the Contractor, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).

(B) In terms of the Contract, the Contractor has agreed to provide the Services for designing and implementing the application for certain lake purification & restoration processes Area Based Development project, which involve the use of technology, information and data to improve infrastructure and services within the city of Raipur (the Area Based Development Project), to implement the Smart Cities Mission in Raipur, pursuant to the Request for Proposal dated [___] (referred to as the Tender) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents).

(C) In terms of the letter of award (the LOA) dated [insert date] issued by Client to the Contractor and Clause 51 of the Contract, the Contractor is required to furnish to RSCL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs.[Insert amount equivalent to 5% of the Total Value of Contract] (the Guaranteed Amount) as security for the due and punctual performance or discharge of the Contractor 's obligations and liabilities under the Contract.

(D) At the request of the Contractor and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Contractor of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.

2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to RSCL the payment in full of all amount at any time that may be due, owing or payable to RSCL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract during the term (Guarantee), without any demur, reservation, protest or recourse, immediately on receipt of a demand from RSCL.

The Guarantee is given on consideration received from the Contractor (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times maintained at the amount equivalent to the Guaranteed Amount. The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by RSCL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that RSCL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by RSCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that RSCL shall first attempt to procure the Guaranteed Amount from the Contractor or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, RSCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or RSCL:

(a) any time or waiver granted to, or composition with, the Contractor or any other Person;

(b) any incapacity or Lack of powers, authority or legal personality of or dissolution or change in the status of the Contractor or any other Person;

(c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;

(d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;

(a) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or

(f) any part performance of the Contract by the Contractor or by any failure by RSCL to timely pay or perform any of its obligations under the Contract.

1. If, and to the extent that for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to RSCL on demand.

2. So long as any amount is due from the Contractor to RSCL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Contractor or any such other Person in competition with RSCL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for RSCL.

3. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate. Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from RSCL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to RSCL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;

(c) The Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(d) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will:

(i) contravene any material provision of any Applicable Law;

- (ii) conflict or be inconsistent with or result in any breach of any of the material terms, Covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or
- (iv) violate any provision of the Guarantor's constituent documents;

(d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

(e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Raipur at [].

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of RSCL in exercising any right, power or privilege hereunder and no course of dealing between RSCL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which RSCL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of RSCL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with RSCL to replace the invalid, illegal or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and RSCL shall constitute a single binding agreement.

15. RSCL may assign or transfer all or any part of its interest herein to any other person With prior written notice to the Guarantor. The Guarantor shall not assign or transfer Any of its rights or obligations under this Guarantee.

16. All documents arising out of or in connection with this Guarantee shall be served:

- (a) Upon RSCL, at *[insert address]*; and
- (b) Upon the Guarantor, at *[insert address]*.

17. Any demand, notice or communication would have been deemed to have been duly Served:

- (a) if delivered by hand, when left at the proper address of services; and
- (b) if given or made by pre-paid registered post or facsimile, when received.

18. Either party may change the above address by prior written notice to the other party.

19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Chhattisgarh.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [*insert name of Bank*] Bank, by [*insert name of branch*] Branch by hand
Of [*insert name of signatory*]

It's [*insert designation*] and duly authorized representative
Authorized by [Power of Attorney dated [*insert date*]] OR [Board resolution dated [*insert date*]].

Annexure C - SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
The Managing Director,
Raipur Smart City Limited,

Dear Sir,

Sub: Our Bank Guarantee No. _____ dated _____ for
Rs. _____ favouring yourselves issued on _____ a/c of
M/s. _____

(Name of contractor)

We confirm having issued the above-mentioned guarantee favouring yourselves, issued
on account of M/s. _____ validity for expiry upto
date _____ and claim expiry date upto _____

We also confirm 1) _____ 2) _____

_____ is/are empowered to sign such Bank Guarantee on
behalf of the Bank and his/their signatures is/are binding on the
Bank.

Name of signature of Bank Officer

Annexure D - SPECIMEN CONTRACT AGREEMENT

(to be executed on Rs.100/- non-judicial stamp paper)

[the successful Tenders shall fill in this form in Accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

Between

Raipur Smart City Limited, SPV of Raipur municipal Corporation having its principal Place of business at To, Raipur Smart City Limited (RSCL), Chhatrapati Shivajee Maharaj Outdoor Stadium, Near Viveknand Sarovar, Raipur- 492001. Chhattisgarh, India (hereinafter called "the RSCL"),

and

[insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its Place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the employer board invited Tenders against Tender no.[number] for execution of [Tender title and brief description] and has accepted a Tender by the contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called "contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. the following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract agreement;
 - (b) Special conditions of contract;
 - (c) General conditions of contract;
 - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
 - (e) Notice inviting Tender;
 - (f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];

- (g) The contractor's bid and original price and delivery schedules;
- (h) The employer/ board's notification of award;
- (i) correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]
- (j) And [add here any other documents]

AND WHEREAS

EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him add approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
5. In consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of [insert name of the contract governing law country] on the day, month and year indicated above.

For and behalf of the employer/ board

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation] In the presence of [insert identification of official witness]

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor] In the capacity of [insert title or other appropriate designation]
In the presence of [insert identification of official witness]

Annexure E - UNDERTAKING FOR CASHLESS TRANSACTIONS

Affidavit

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

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

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

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

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

Authorized Signatory

Sign & Seal

Annex F: Format of Undertaking for compliance of ESIC provisions

EITHER [Where the entity complied all ESIC provisions]

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

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

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

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

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

Dated this _____ day of _____ 2018

[Signature]

[Company stamp]

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

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

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

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

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

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

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

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

Dated this _____ day of _____ 2018

[Signature]

[Company stamp]

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

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

Annexure G - Format of Integrity Pact

(To be executed on plain paper and submitted as per terms of this RFP)

This Integrity Pact is made at _____ on this day _____ 2018

Between

Raipur Smart City Limited (RSCL), a Special Purpose Vehicle under the Company's Act and owned and controlled by the Municipal Corporation of Raipur, Chhattisgarh has been entrusted with the responsibility of the project "SMART CITY MISSION" Hereinafter referred to as "The Principal", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

And

_____ hereinafter referred to as "Bidder" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under: -

Article:1 Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the /PC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article: 2 Commitments of the Bidder(s)

The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) will not commit any offence under the relevant IPC /PC Act and other Statutory Acts; further the Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The Bidder(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid

Article: 3 Disqualification from tender process and exclusion from 1 future contract

- (1) If the Bidder(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.
- (2) If the Bidder has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including backlist and put on holiday the Bidder for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

- (4) The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the Lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder/ contractor/ concessionaire/ consultant.
- (6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder shall not be entitled for. any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder could be revoked by the Principal if the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article: 4 Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Bidder's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Bidder and/or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article: 5 Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption Transparency International (TI) approach or with any other Public-Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article: 6 Equal treatment of all Bidder (s)

- (1) The Bidder(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaires/Consultants and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article: 7 Criminal charges against violating Bidder (s) / Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor, which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article: 8 Pact Duration

This Pact begins when both parties have legally signed it It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by RSCL.

Article: 9 Other Provisions

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is Raipur
- (2) Registered Office of the Principal is Raipur. Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bid is a Joint Venture, this pact must be signed by all members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to in agreement to their original intentions.
- (5) Any disputes/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof, the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witnesses: -

(For & On behalf of the (Principal)
(Office Seal) Place: _____
Date: _____

(for & On behalf of Bidder)

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Annexure H – Checklist for Online Submission: Envelope (A, B & C)

SI	Particulars	Envelope	Mandatory
1	Letter of EMD	Envelope-A	Yes
2	Scanned copy of EMD Online payment receipt or (in DD or FDR) in case of Physical submission	Envelope-A	Yes
3	Scanned Copy of Pre-Contract Integrity Pact duly signed by Bidder as per Annex- G of the RFP	Envelope-A	Yes
4	Scanned copy of all approved/authenticated "Technical Eligibility" documents as per para 2.4.8.3 of this RFP	Envelope-B	Yes
5	Scanned Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Annex-F	Envelope-B	Yes
6	Undertaking for making Cashless payments as per Annex-E	Envelope-B	Yes
7	Scanned copy of the Technical Bid and necessary attachments/annexures	Envelope-B	Yes
8	Scanned copy of Original RFP document/MoM/any other correspondence, certificates and samples duly signed by authorized signatory	Envelope-B	Yes
9	FINANCIAL PROPOSAL. The Financial Bids shall be uploaded online only strictly in the prescribed format as given in Section-5, Form Fin-I & II. Bidders shall not submit hard copy of the Financial Bids.	Envelope-C	Yes

Annexure I – Checklist for Hard Copy Submission: Envelope (A and B)

SI	Particulars	Envelope	Mandatory
1	Proof of online payment of E-proc processing fee	Envelope-A	Yes
2	Proof of online payment of Cost of RFP document	Envelope-A	Yes
3	The original of the EMD Online Payment receipt or Physical instrument (in DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of physical submission.	Envelope-A	Yes
4	The scanned copy of the EMD (of DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of online payment.	Envelope-A	Yes
5	Pre-Contract Integrity Pact duly signed by Bidder as per Annex- G of the RFP	Envelope-A	Yes
6	All approved/authenticated “Technical Eligibility” documents as per para 2.4.8.3 of this RFP	Envelope-B	Yes
7	Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Annex-F	Envelope-B	Yes
8	Undertaking for making Cashless payments as per Annex-E	Envelope-B	Yes
9	The original of the Technical Bid and necessary attachments/annexures	Envelope-B	Yes
10	Original RFP document/MoM/any other correspondence, certificates and samples duly signed by authorized signatory	Envelope-B	Yes