

REQUEST FOR PROPOSAL

For Construction and O & M of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model



NIT Number: 232 /RSCL/2017-18,

Date: 25/05/2017

Last Date of Submission: 20th June 2017



Invited by
Raipur Smart City Limited (RSCL)
Ground Floor, Outdoor Stadium,
Budha Talab, Raipur - 492 001, Chhattisgarh.

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NOTICE INVITING TENDERS

Tender No.232 / RSCL/ 2017-18 dated 25.05.2017

Name of Work: Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

Proposals are invited by Managing Director, Raipur Smart City Limited for the above work on PPP model as per the details given in the table below.

Table 1- Tender details

Work Description	Tender Fee (INR)	Earnest Money Deposit (INR)	Last Date of Submission of Bid
"Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model"	5,000.00	2,00,000.00	20.06.2017 upto 16.00 hrs

Detailed tender notice along with complete tender documents can be downloaded from website <https://www.smartcityraipur.org> or <https://eproc.cgstate.gov.in> from 25-May-2017 17.00 hrs to 20-June-2017 15.00 hrs. Technical Bids will be opened on 20-June-2017 at 17.00 hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries, prospective bidders may contact Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, BudhaTalab, Raipur. Phone no. 0771-2227395, 9301953225& 9425246349 during working hours before the last date and time of submission of tender document. Any modification / corrigendum / Addendum made in Tender documents will be hoisted on website. Bidders are advised to visit the website regularly till the date of submission of bid.

Managing Director
Raipur Smart City Limited

1. DETAILED TENDER NOTIICE

Name of Work : Construction and O & M of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model.

Period of Completion (in Months) : **6 (Six) Months** for “Construction of Smart Public toilet units on six locations (PTUs), Bus shelters at seven locations along with operation & maintenance for 10 years on PPP Model.

Advertisement Rights : Bidder will have advertisement rights on constructed Toilets & Bus Shelters during operation & maintenance for 10 years”

Bidding Type : Open, National Competitive Bidding
Bid Call (Nos.) : 1st
Tender Currency Type : Single`
Tender Currency Settings : Indian Rupee (INR)
Language of Tender, documentation : English
& any further Correspondence

Minimum Eligibility Criteria as per section 3 in RFP

- 3.1 Legal Valid Entity: The Bidder shall necessarily be a legally valid entity under indian law either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013. A proof of registration under companies act 1956 shall be submitted along with Bid.
- 3.2 Registration: The Bidder should be registered with the Income Tax, Service Tax and also registered under Employees Provident Fund Organization, Employees State Insurance Corporation.
- 3.3 Experience:
 - 3.3.1 The Bidder should have at least three years 'experience in last five years in operation and maintenance of Public toilets / Community Toilets / Urinal Blocks in public premises, which are visited by a large number of public such as Hospitals, Inter-State bus terminals, bus stations, railway stations, airports, market complexes, public office complexes, malls etc.

OR

The Bidder should have at least three years' experience in last five years in Construction, Operation and Maintenance of Public toilets / Community Toilets / Urinal Blocks on BOT basis in public premises, which are visited by a large number of public such as Hospitals, Inter-State bus terminals, bus

stations, railway stations, airports, market complexes, public office complexes, malls etc. ;

AND as per the following minimum criteria:

- (i) Operation and maintenance of minimum 210 WC Month (= number of WCs Operated and maintained monthly x number of months for which such WCs are operated and maintained) in last 5 years. Or
- (ii) Construction, Operation and maintenance on BOT Basis not less than 105 WC Month (=number of WCs constructed, Operated and maintained monthly x number of months for which such WCs are constructed, operated and maintained) in last 5 years.

3.3.2 The aforementioned five year is reckoned from last day of the month preceding to date of bid submission.

3.3.3 Equivalent WC be worked out for Urinal Pot as Two Urinal Pots ~ 1 WC

3.3.4 For BOT case, WC (Equivalent) are entitled to evaluate in both the above criteria separately.

3.4 Turnover: The Bidder should have average annual turnover of Rs. 1 Crores per annum for the preceding last three years and net worth of Rs. 0.6 Crores in the financial year 2015-16. The financial year means the period ending upto 31st March.

3.5 Net worth shall be calculated and certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).

3.6 The bidders shall meet the minimum eligibility criteria and turnover requirement.

3.7 The bidder should have its own trained manpower on their rolls required for Operation & Maintenance. A Notarized affidavit and undertaking that the workers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of Chattisgarh of Raipur and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.

Joint Venture	: Not allowed. Please refer Cl.1.12 in General instructions to bidders.
Bid Document Fee	: Rs. 5,000.00by DD/Pay Order
Bid Document Fee Payable To	: Managing Director, Raipur Smart City Limited
Bid Security/ EMD (INR)	: Rs. 2,00,000.00 , DD/Pay order
Bid Security/ EMD (INR) In Favor of	: Managing Director, Raipur Smart City Limited,

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	DD/Pay Order
Performance Security (BG)	: Rs 10 lac
Bid Document Downloading Start Date	: Date 25-May-2017 Time 17.00 Hrs.
Bid Document Downloading End Date	: Date 20-June-2017 Time 15.00 Hrs.
Receipt of Bids	: Date 20-June-2017 Time 16.00 Hrs.
Bid Validity Period	: 180 Days
EMD Validity	: 240 days
Bid Opening: Technical Bid shall be opened on	20-June-2017 at 17.00 hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Officer- Inviting Bids	Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Raipur - 492 001.
Bid Opening Authority & Venue	Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Raipur - 492 001.
Contact Details	e-mail – ceo.rscl@gmail.com

Note:

In case, bidders need any clarification, they can contact during working hours at following address:- Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Raipur - 492 001. Phone no. 0771-2227395
Email: helpdesk.eproc@cgswan.gov.in
Help desk at toll free no 1800 419 9140 , Mobile no 9301953225 & 9301953299

Table 2- Tendering schedule

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT) in physical & e format	25-May-2017
2.	Uploading of Bid document on RSCL websites	25-May-2017
3.	Last date for receiving queries	05-June-2017 upto 15.00 hrs
4.	Pre bid meeting	06-June-2017; 11.30 hrs
5.	Authority response to queries latest by	10-June-2017
6.	Last date of Request for BID Document	20-June-2017 at 15.00 Hrs
7.	BID Due Date for submission (online/offline)	20-June-2017 up to 15.00 hrs
8.	Opening of Technical BIDs at venue	20-June-2017 at 17.00 Hrs
9.	Declaration eligible / qualified bidders	To be declared later
10.	Opening of Financial BID	To be declared later
11.	Letter of Award (LOA)	To be declared later
12.	Signing of Agreement	To be declared later

DISCLAIMER

The information contained in this Request for Proposal document (the "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 (RSCL) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This 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.

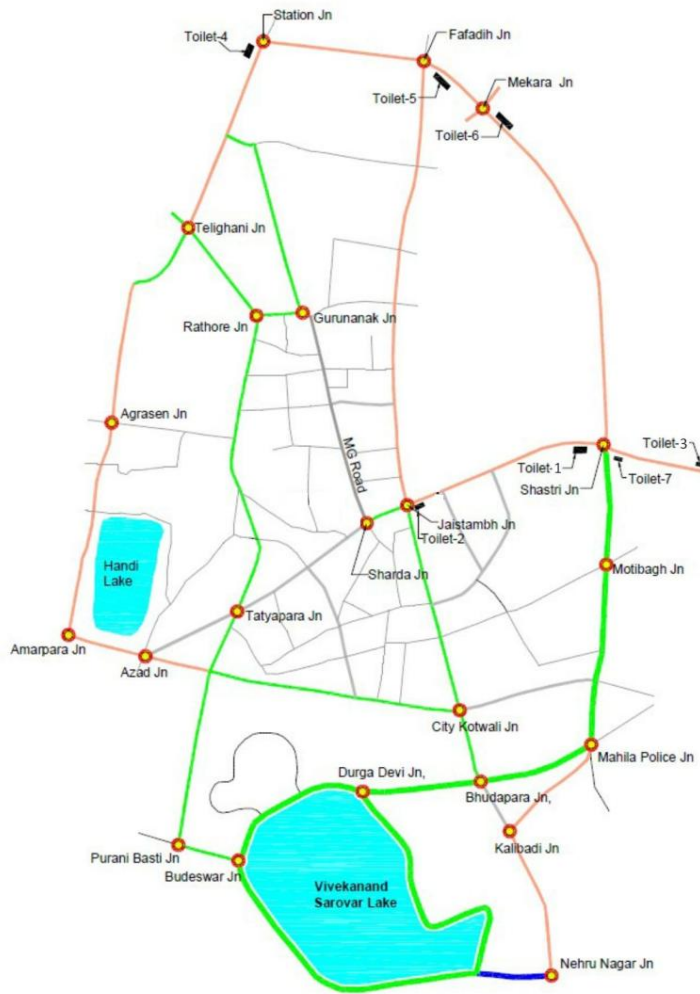
SECTION1 - INTRODUCTION

RSCL has advised to identify the new locations on main roads where AC local busses, moving in the city, will have proper bus stop with facility of smart toilet/urinal and Water ATM's. In this regard, 7 suitable locations in the ABD/adjoining area have been identified, in consultation with the RSCL officials, where it is possible to construct proper bus stop with provision of toilet/urinal block and installation of Water ATM's. The proposed locations are marked in the drawing and details are shown as under:

Sr. no.	Proposed locations for smart PTUs& Bus shelters	Approximate area available within existing road ROW
1	Toilet at Shastri Chowk (road toward Jaistambh chowk)	12m X 4m = 48 Sqm
2	Toilet at Jaistabh Chowk	10m X 10m = 100 Sqm
3	Toilet at Gaurav path near Bhagatsingh Chowk	12m X 4m = 48 Sqm
4	Toilet at In front of Railway Station near Gate no. - 2	15m X 4 m = 60 Sqm
5	Toilet at in front of Ganj Thana near Fafadih Chowk	15m X 4 m = 60 Sqm
6	Toilet at Mekahara Chowk (road toward Shastri Chowk)	15m X 3m = 45 Sqm
7	Toilet at Shastri Chowk (in front CIDC building)	10m X 4m = 40 Sqm

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TATA CONSULTING ENGINEERS LIMITED



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It is proposed to have separate facility in toilets for ladies, gents and handicapped persons (Divyang) and other required smart facilities such as Water ATM, Solar roof top panels and Wi-Fi facility. The front elevation of these constructed toilets block can also be utilized for providing backlit Digital advertisement panels since all proposed locations are situated on main roads with ample public/traffic movements.

Similarly bus shelters are also proposed adjacent to such toilets to facilitate passengers.

OFFICE OF THE MD
RAIPUR SMART CITY LTD
Ground floor, Outdoor stadium
Budha Talab, Raipur-492001

Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in Raipur Municipal Corporation (RMC) area on PPP Model.

RSCL invites proposals from reputed business entities to upgrade the Public Convenience RMC areafacilities in its area on BOT basis with advertisement rights.

PROJECT FRAMEWORK

The RAIPUR SMART CITY LTD (RSCL) intends to outsource the construction, operation and maintenance of Public Conveniences & Bus shelters at 7 specified locations in its area with advertisement rights in limited / permitted area at the toilet to registered and authorized firms / agencies having adequate experience in this field and adequate financial strength on Design, Built, Finance, Operate & Transfer (DBFOT) basis.

BIDDING FRAMEWORK

A registered and authorized firms / agencies shall be finalized in an open, transparent and competitive two stage bidding process as envisaged herewith:

The RFP must be submitted as per the instructions laid down in the document titled RFP for "Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model."

RFP document can be downloaded from <https://eproc.cgstate.gov.in> & <https://www.smartcityraipur.org>

A bidder shall be selected in a two stage evaluation process from the technical bid and financial bid submitted by bidders complying with the bidding process outlined in the RFP documents.

RFP SUBMISSION

The RFP must be submitted at the following address before 16.00 hrs. (IST) latest by 20.06.2017.

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The MD, RAIPUR SMART CITY LTD
Ground floor, Outdoor stadium, BudhaTalab,
Raipur E-mail – helpdesk.eproc@cgswan.gov.in Helpdesk at toll
free no 1800 419 9140, Mobile no 9301953225 &
9425246349

PREBID MEETING

On 06.06.2017 at 11:30 AM in the office of MD, Ground floor, Outdoor stadium BudhaTalab, Raipur-492001. RSCL reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. Changes / Minutes of Meetings will be posted on <https://eproc.cgstate.gov.in> & <https://www.smartcityraipur.org>

BID SUBMISSION FORM

Date: _____

LETTER OF BID

To

MD
RAIPUR SMART CITY LTD
Ground floor, Outdoor stadium
Budha Talab, Raipur-492001

Ref: Invitation for Bid No. RFP NO.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model." RAIPUR SMART CITY LTD, Ground floor, Outdoor stadium, Budha Talab, Raipur.
3. Our bid shall be valid for a period of six months from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the RFP Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

BIDDER'S PROFILE

General:

1. Name of the firm.....
2. Name of the authorised person submitting the Bid
(Shri/Smt.).....
3. Designation of the authorized person submitting the
Bid.....
4. Name, Designation, address and Mobile Number of alternate
person.....
.....
5. Address of the
firm.....
.....
.....
.....
6. Tel no. with STD code (O).....(Fax).....
(R).....
7. Mobile No. of the person submitting the
Bid.....
8. E-mail of the person submitting the
Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....

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12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number
.....
.....
.....
16. Permanent Income Tax number, Income Tax circle
.....
.....
(Please attach copies of income tax return for last three years)
.....
17. Service Tax Number.....
(Please attach copies of Service Tax Registration Number)
18. TIN Number.....
19. EPF Registration Number.....
20. ESIC Registration Number.....
21. Particulars of EMD
- i) Demand Draft / Bank Guarantee No.....
 - ii) Date.....
 - iii) Name of Bank.....
 - iv) Address of Bank.....
 - v) Validity of BG/DD.....
22. Particulars of RFP Fee

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- i) Demand Draft No.
- ii) Date.
- iii) Name of Bank.....
.....
- iv) Address of Bank.
.....
- v) Validity of DD.....

23. Description of similar work of housekeeping services executed during the last three years (Please furnish copies of completion certificate from the Government Department / Organization) – As per Clause 2(d) Section 5.

Description of Work / Order Executed	Actual Value of work / order Executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence at page No.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the RAIPUR SMART CITY LTD to forfeit the Earnest Money/Security money deposit by me/us and initiate proceedings to blacklist me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower for housekeeping services as per the directions given in the RFP document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized
signatory.....

Name of the
Bidder.....

Seal of the Bidder

REQUEST FOR PROPOSALS

PART-A

Section – 1 INSTRUCTIONS TO BIDDERS

- 1.1 This RFP for “Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model” comprises:
 - i. Part-A: Instructions to Bidders and Bid Evaluation Process
 - ii. Part-B: Draft CONCESSION Agreement
- 1.2 Project Framework: The RAIPUR SMART CITY LTD (RSCL) intends to outsource Construction of Smart PTUs & Bus shelters at 7 sites in RMC area on PPP Model with Advertisement Rights on specified area on the toilets in RMC area to interested parties having adequate experience in this field and adequate financial strength on PPP Model.
- 1.3 RSCL intends to develop the project on “Design, Build, Finance, Operate and Transfer” (DBFOT) basis by inviting open RFP from registered and authorized firms / agencies to finance, construct, operate and maintain the Smart PTUs & Bus shelters during the Concession period. RSCL will enter into a Concession Agreement with the successful registered and authorized firms / agencies (Concessionaire) for a period of 10 years excluding the period of construction. During the period, the Concessionaire shall carry out the services as per the technical specifications, performance standards and guidelines given in the Concession Agreement.

GENERAL INSTRUCTIONS

- 1.4 For the Bidding / RFP Document Purposes, “RAIPUR SMART CITY LTD” shall be referred to as “RSCL” and the interested registered and authorized firms / agencies shall be referred to as “Bidder”.
- 1.5 The Bidders are advised to inspect the Smart PTUs & Bus shelters locations before filling in and submitting the bids to get fully acquainted with the scope of work, as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.6 The sealed bidding documents should be delivered in the MD office by the stipulated date and time. RFP Documents may be collected from Office of MD, RSCL, Ground floor, Outdoor stadium Budha Talab, Raipur-492001 on payment of RFP Cost of Rs.5000/- (Rupees five thousand only) through Bank Draft/Pay Order in favour of MD, RSCL, payable at Raipur on any working day between 3.00 pm to 5.00 pm.
- 1.7 The RFP documents may also be downloaded from this office website

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<https://eproc.cgstate.gov.in> & <https://www.smartcityraipur.org>. Those bidders who wish to download the RFP documents from the office website should furnish the RFP cost of Rs.5000/- per through Bank Draft/Pay Order in favour of MD,RSCL, payable at Raipur along with the Bidding Documents.

- 1.8 While all efforts have been made to avoid errors in the drafting of the RFP documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the RFP documents shall be entertained.
- 1.9 Each page of the RFP documents must be stamped and signed by the person or persons authorized for submitting the RFP in token of his/their having acquainted him/ themselves and accepted the entire RFP documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the RSCL. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.
- 1.10 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.11 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with the requisite documents, or any other requirements, stipulated in the RFP documents are liable to be rejected.
- 1.12 The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies Act, 2013. Bidding in the form of Proprietorship Company / JV Consortium is not permitted.
- 1.13 The Smart PTUs & bus shelters (Group A) consisting of the new locations of Smart PTUs.
 - i. At 7 new locations of Smart PTUs & bus shelters, the Smart PTUs & bus shelters are to be constructed under this RFP.The Smart PTUs & Bus shelters locations shall be handed over to the Concessionaire within two weeks from the date of signing of agreement. The construction of the Smart PTUs & Bus shelters shall be completed / implemented in Six months from the date of signing of agreement within which the Concessionaire shall complete the designing / drawing, construction and commissioning as per the specifications and standards specified herein.
- 1.14 RFP (Sealed Technical Bid and Financial Bid) is to be submitted marked Group A. The evaluations and finalizations of agency/firm shall be shortlisted/ finalized as per the required document i.e. bid security, performance security, undertakings, affidavits etc. submitted by bidders.

- 1.15 The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except in “RSCL area”. The “RSCL area” shall be about 35 sq. feet, which is allowed to be used by RSCL for Blood Bank / Health ATM etc. and no payment would be made to the Concessionaire by the RSCL during the concession period. The Concessionaire shall pay RSCL a license fee per month for the Group A of Smart PTUs & Bus shelters, payable in quarterly installments in advance over the Concession period. The minimum license fee For this Group A of toilets& bus shelters at 7 locations is Rs.34, 000/- (Rupees thirty four thousand Only) per month.
- 1.16 RSCL will constitute a Steering Group to monitor project progress and single point platform to sort out issues in implementation and to monitor the performance of the concessionaire. RSCL will appoint an Independent Engineer (PMU: Project Management Unit) to oversee the implementation of the project and issue the completion certificate for the group and COD for the group to commence/ start the revenue collection from advertisement by the concessionaire. Independent Engineer will also be a member of Steering Group. Independent Engineer / PMU may be hired through tender / limited tender / quotation and charges / fee of Independent Engineer /PMU will be shared by RSCL and Concessionaire on fifty-fifty basis including the service taxes,1% labor cess, other taxes, etc.
- 1.17 All PTUs will have to be kept open for the public use from 06.00 AM to 11.00 PM all seven days in a week. Proposed locations of Smart PTUs & Bus shelters are given at Annexure A. Smart PTUs & Bus shelters shall remain available for usage FREE OF ANY CHARGES.
- 1.18 The design of individual Smart PTUs & Bus shelters location wise has to be furnished by the Concessionaire for approval by the RSCL before construction activities at site. A tentative layout for Smart PTUs & Bus shelters is given herein for reference at Annexure ‘B’. The various facilities as given herein the RFP are to be provided in each Smart PTUs & Bus shelters as per the location specific requirements approved by the RSCL. The Concessionaire will operate and maintain the Smart PTUs & Bus shelters and housekeeping of all the facilities provided within the Smart PTUs & Bus shelters block. RSCL may assign / give the ‘RSCL area’ to the other operator / companies / agency / individuals to run the permitted commercial activities except advertisement in the “RSCL area”. Other area for e-commerce (Bank ATM) and the Potable Water ATM can be assigned / given to the companies / agency / bank / individuals to run the permitted commercial activities by the concessionaire.
- 1.19 The title of interest, ownership and rights with regard to Smart PTUs & Bus shelters constructed/ repaired/renovated/converted by the Concessionaire for RSCL along with fixtures/fittings provided therein and the land allotted by the RSCL under the concession agreement shall vest with the RSCL except that these Smart PTUs & Bus shelters will be operated and maintained by the Concessionaire during the concession period as per the concession agreement.

1.20 License Fee

1.20.1 The Concessionaire shall pay RSCL a license fee per month For this Group A of Smart PTUs & Bus shelters at 7 sites, payable in quarterly installments in advance over the Concession period.

A minimum license fee of Rs 34000/-(Rupees Thirty four thousand only) per month (@ Rs 4000/- month for toilet & Rs 1000/- month for bus shelter) for 6 toilets and 7 bus shelters and it will increase 5% annually on previous year license fee.

1.20.2 The License Fee payable to RSCL shall be the minimum license fee or the license fee quoted by the successful bidder in financial bid, whichever is more, on quarterly basis in advance as defined in the concession agreement.

1.20.3 License fee during the implementation period after granting the partial completion/completion certificate shall be the proportionate license fee as defined herein, for the number of Smart PTUs & Bus shelters for which the partial COD / COD certificate issued by the Independent Engineer as per clause 30 and clause 31 of RFP.

1.21 TAX AND DUTIES ON MATERIALS & SERVICES

All charge on account of excise duties, Central / State, sales tax, work contract tax, royalty, octroy and other duties/taxes etc. on materials obtained for the works from any source & services tax, labor cess, etc by local bodies/governments shall be borne by the contractors. No (P) or 'C' or 'D' form shall be supplied.

1.22 PRICES AND PAYMENTS

The Tenderer must understand clearly that the prices quoted are for the total works or the part of the total works quoted for and include all costs due to materials, labour, equipment, supervision, other services, royalties, taxes etc. and to include all extra to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the Tenderer will not be entitled subsequently to make any claim on any ground.

1.23 TAXES, DUTIES, OCTROI ETC. :

- i. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including Sales Tax, GST, Duties, Octroi etc., now or hereinafter imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by Contractor. If the Contractor is not liable to Sales Tax assessment, VAT, a certificate to that effect from the Competent Authority shall be produced without which final payment to the Contractor shall not be

made No.IP, 'C' and 'D' Form shall be supplied by the owner, and the Contractor shall be required to pay full tax as applicable.

- ii. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship.
- iii. Contractor further agrees to comply and to secure the compliance of all sub contractors with applicable Central, State, Municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify the hold harmless the owner from any liability or penalty which may be imposed by Central, State or local authority by reasons of any violation by Contractor or sub Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons or work provided for by this Contract by third parties or by Central or State Government authority or any administrative Sub-Division thereof.
- iv. The Sales Tax on work contract will be borne by Contractor.

1.24 SETTLEMENT OF DISPUTES :

Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer-In-Charge subject to a written appeal by the Contractor to the Engineer-In-Charge and those decisions shall be final and binding on the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in Article 1.25 (Disputes or differences to be referred to) and Article 1.26 (Arbitration).

1.25 DISPUTES OF DIFFERENCES TO BE REFERRED TO :

If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-In-Charge and the contractor upon or in relation to or in connection with this contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer-In-Charge. The question, dispute or differences shall be settled by the managing Director, Raipur Smart City Development Corporation Limited, who shall state his decision in writing and give notice of same to the Engineer-In-Charge and to the Contractor. Such decision shall be final and binding upon both parties. The contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or uphold) by any arbitration proceedings as hereinafter provided. Such decisions shall be final and binding on the Engineer-In-Charge and the Contractor unless the Contractor shall require the matter to be referred to an Arbitration panel as hereinafter provided.

1.26 ARBITRATION :

In case of any dispute arising during the course of execution, the matter should be referred to Managing Director, RSCL who will be sole Arbitrator whose decisions will be final and binding to the Contractor. The jurisdiction of the Court for dispute, if any, shall be Raipur City.

1.27 TERMINATION OF THE CONTRACT:

- i. If the Contractor finds it impracticable to continue operation owing to force majeure reasons or for any reasons beyond his control and/or the Corporation find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.
- ii. If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows :
 - a. The Contractor shall be paid for all works approved by the Engineer-In-Charge and for any other legitimate expenses due to him.
 - b. If the Corporation terminates the contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above.
 - c. The Corporation shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within thirty (30) days after the termination and the Corporation thereafter shall release all bonds and guarantees. Should the Contractor fail to refund the amounts received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.
- iii. On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Corporation with respect to completion safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

1.28 INSURANCE :

Contractor shall at his own expenses carry and maintain the reputable Insurance Companies to the satisfaction of owner as follows :

- i. Contractor agrees to and hereby accept full and exclusive liability for compliance with all obligations imposed by the Employer's State Insurance Act, 1948 and Contractor further agrees to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central or State Government or local authority by reasons of any assorted violation by Contractor or Sub-Contractor or the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor by third parties or by Central or State Government authority or any administrative Sub-division thereof.
- ii. Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees whose aggregate remuneration is Rs.400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time

under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of Indian Employees State Insurance Accounts, the employee's contribution as required by the Act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and Contractor shall secure the agreements of the sub contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractors or sub-contractors own account. owner shall retain such sum as may be necessary from the contract value until Contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1948 have been paid.

- iii. Workman's compensation and employees liability insurance: Insurance shall be effected for all Contractors employees engaged in the performance of this contract. If any part of work is sublet, Contractor shall require the sub-Contractor to provide workman's compensation and employer's liability insurance, which may be required by owner.
- iv. Other Insurance required under law of regulations or by owner Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by owner.

1.29 DAMAGE TO PROPERTY :

- i. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or procured or being procured by owner or of other agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence of willful act or omission of Contractor, his employees, agent, representatives or sub-Contractors.
- ii. Contractor shall indemnify and keep owner harmless of all claims for damage to properties other than property arising under by reasons of this agreement, such claims result from the fault and / or negligence or willful act or omission of Contractor, his employees, agents representative or sub-contractor.

1.30 CONTRACTOR TO INDEMNIFY OWNER :

- i. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all actions, claims, demands and liabilities whatsoever under the in respect of the breach of any of the above clauses and / or against any claim, action or demand by any workman / employee of the Contractor or any sub-contractor under any laws, rules or regulations having force of laws, including but not limited to claims against the owner under the workman compensation Act, 1923, the Employee's Provident Funds Act, 1952 and / or the contract labour (Abolition and Regulations) Act, 1970.
- ii. PAYMENTS OF CLAIMS AND DAMAGES : If owner has to pay any money in respect of such claims or demands aforesaid, the amount so paid and the cost incurred by the

owner shall be charged to and paid by Contractor without any dispute not withstanding the same may have been paid without the consent or authority of the Contractor.

- iii. In every case in which by virtue of any provision applicable in the workman's Compensation Act, 1923 or any other Act, owner be obliged to pay compensation to workmen employed by Contractor the amount of compensation so paid, and without prejudice to the rights of owner under Section-(12) Sub-section-(2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to on to become due to the Contractor or from the security deposit. Owner will not be bound to contest any claim made under Section-(12) Sub-section-(2) of the said act except on written request of Contractor and giving full security for all costs consequent upon the contesting of such claim.
- iv. The Contractor shall protect adjoining sites against structural, decorative and other damages that could be caused to adjoining premises by the execution of these works and make good at his cost, any such damage, so caused.

1.31 **PROCEDURE FOR SUBMISSION OF BIDS**

The submission of bid shall be in E-tendering mode, as well as in physical format i.e. bids shall be submitted online and in the office of the MD,RSCL. However, in case of e-tendering, the Demand Drafts for RFP fees and EMD shall be submitted separately whereas its scan copy should be uploaded in the bid.

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

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

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

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

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

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which

may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year. For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur 492001 on Toll free 18002582502 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

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

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

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

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

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

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

3. Payment of Tender fee and EMD: The tender fees and EMD has to be paid in DD/ banker's Cheque/BG as defined in this RFP and upload the scan copy of the same in procurement site during bid submission. The original copy of the Tender fee and EMD has to be submitted to RSCL before last date/time of bid submission of 03-June-2017 at 15:00 hrs, please refer the link on the eProcurement portal <https://eproc.cgstate.gov.in>

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

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

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

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

7. Submit Online Bids: Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the RFP. (Please refer Table 2 for more details).

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

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

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

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

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

For any further queries / assistance, bidders may contact:

a. The Service Integrator of e-Procurement system, M/s.Mjunction Service Ltd. on Help, Desk Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

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

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

General

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

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

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

Submission of Bids

Submission of the Tender is online through e-Procurement site <https://eproc.cgstate.gov.in> website of CG as well as in physical format, duly signed, in the office of the MD, RSCL at Raipur. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tenderer. The Earnest Money Deposit & Tender document should be submitted to the Tender Inviting Authority on or before 20-June-2017 upto 15:00 hrs.

Pre-Qualification Bid

Pre-Qualification bid, as per minimum eligibility criteria in section 3, must be submitted in hard copy in the office of MD, RSCL by bidders intending to submit e tenders online, before the due date of 20-June-2017 at 15:00hrs.

Technical Bid

Submit the technical proposal as per mentioned in Section “Technical Bid Format” at Annexure F.

Financial Bid

Submit the financial proposal as per the format mentioned in Section “Bid Format” at Annexure G.

Section – 2 SCOPE OF WORK

The total 6 Nos. of Smart PTUs & 7 Bus shelters in Group ‘A’.

- i. At new locations of Smart PTUs & Bus shelters, the Smart PTUs & Bus shelters are to be constructed under this RFP.

The Smart PTUs & Bus shelters locations shall be handed over to the Concessionaire within two weeks from the date of signing of agreement. The construction of the Smart PTUs & Bus shelters shall be completed / implemented in Six months from the date of signing of agreement within which the Concessionaire is expected to complete the designing / drawing, implementation as per the requirements in accordance with technical specifications and standards specified herein.

Group A consisting of the new locations of Smart PTUs & Bus shelters,.

- 2.1 RSCL intends to develop the Smart PTUs & Bus shelters on “Design, Build, Finance, Operate and Transfer” (DBFOT) basis to construct, operate and maintain during the Concession period, with provision of the space for various facilities as per the design approved by RSCL. The main facilities are Wi-Fi facilities, Potable Water ATM, e-commerce ATM, ‘RSCL area’ / Service Centre and Solar Photovoltaic Roof Top Panels. The number of facilities / requirements shall be as per the site feasibility and the location specific.
- 2.2 Construction of Smart PTUs & Bus shelters:
The successful bidder shall conceptualize Smart PTUs & Bus shelters, design, construct as per the approved drawing by RSCL. The entry shall not be provided from the back side i.e. the side opposite to the road. The Public Toilets shall have separate facility for ladies, gents and especially abled persons (Divyang) and other required smart facilities such as Wi-Fi facilities, Potable Water ATM, e-commerce Bank ATM, „RSCL area“ / Service Centre / kiosk, Solar Roof Top Panels. Bank ATM and „RSCL area“ from the road side shall be made up of toughened glass of appropriate

thickness.

The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirements such as Markets, BQS, Road side, JJ cluster etc.

The advertisement Panel shall be of Back Lit Display Panels on a stainless-steel / aluminum frame. Digital Advertisement Panels may be considered in concurrence with Raipur Police and other statutory bodies in this regard. RSCL will extend assistance in getting the requisite permission from statutory bodies in this regard.

The material and the fixtures to be used in each Smart PTUs & Bus shelters are given in details at Annexure 'C'. The concessionaire can propose the higher specification than the above for approval by the RSCL. Design criteria in details are given at clause 27 and clause 28 of RFP.

2.3 Operations & Maintenance:

This includes operation of the Smart PTUs & Bus shelters i.e. regular cleaning of the Smart PTUs & Bus shelters and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. This includes maintenance and operation of all the necessary infrastructure provided in Smart PTUs & Bus shelters such as electricity, drainage, sewerage, waste removal, water etc. The Concessionaire shall clean and do housekeeping for the other areas created in Smart PTUs & Bus shelters for the other facilities as specified above.

2.4 Water supply: The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart PTUs & Bus shelters and for the use of public visiting these public conveniences. The supply may be provided by RSCL at one point not more than 30 meters from the premises, where available. Further laying of water line, connection and payment of connection and usage charges shall be the responsibility of the concessionaire. In case of non-feasibility of water supply, the concessionaire has to arrange water at his own cost.

2.5 Electricity supply: The Concessionaire shall ensure adequate electricity supply for proper lightings inside and outside the Smart PTUs & Bus shelters. The electric supply shall have to be arranged by the concessionaire through meter from CSPDCL and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.

2.6 Sewerage Disposal: The Concessionaire shall ensure disposal of sewerage through pipe line to nearest municipal sewer line/drain after treatment through suitable Bio digester at his own cost. RSCL may provide a municipal sewer/drain for disposal of treated effluent at point not more than 30 meters from the premises. The connection charges and uses charges shall be responsibility of the concessionaire. Where there

- is no feasibility of municipal sewer line in that case adequately sized bio-digester is to be provided by the concessionaire at his own cost.
- 2.7 Landscaping: The concessionaire shall put plants in and around each Smart PTUs & Bus shelters where space is available as per the approval of the RSCL and maintain the same in good condition at all times.
- 2.8 Cleaning of Smart PTUs & Bus shelters: The Concessionaire shall ensure cleaning of the Smart PTUs & Bus shelters as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart PTUs & Bus shelters.
- 2.9 Waste Disposal: The Concessionaire shall provide litterbins inside and outside of the Smart PTUs & Bus shelters as specified, and disposal of the collected waste up to nearest municipal bin shall be the responsibility of the Concessionaire.
- 2.10 Watch & Ward: The watch & ward of the Smart PTUs & Bus shelters rests with the Concessionaire.
- 2.11 Maintenance: It will include daily, routine and periodic maintenance works in the Smart PTUs & Bus shelters but shall not be limited to the Civil, electrical and mechanical works for the Smart PTUs & Bus shelters, equipment maintenance and servicing.
- 2.12 The Concessionaire shall hand over the Smart PTUs & Bus shelters to RSCL in good working condition at the end of concession period without any hindrance.
- 2.13 The Concessionaire shall made regular payment of license fee to RSCL not later than 10th day of first month of the quarter in which it is due and failure to do so attract an interest of 15% per annum on the entire unpaid amount payable during the quarter chargeable from beginning of the that quarter till realization of payment. If concessionaire will not make payments for two consecutive quarters, the contract will stand terminated automatically.

Section – 3 MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of technical bid of the bidders.

- 3.8 Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013. Bidder in the form of JV/consortium, Proprietorship, and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.

3.9 Registration: The Bidder should be registered with the Income Tax, Service Tax and also registered under Employees Provident Fund Organization, Employees State Insurance Corporation.

3.10 Experience:

3.3.5 The Bidder should have at least three years 'experience in last five years in operation and maintenance of Public toilets / Community Toilets / Urinal Blocks in public premises, which are visited by a large number of public such as Hospitals, Inter-State bus terminals, bus stations, railway stations, airports, market complexes, public office complexes, malls etc. OR

The Bidder should have at least three years' experience in last five years in Construction, Operation and Maintenance of Public toilets / Community Toilets / Urinal Blocks on BOT basis in public premises, which are visited by a large number of public such as Hospitals, Inter-State bus terminals, bus stations, railway stations, airports, market complexes, public office complexes, malls etc. ;

AND as per the following minimum criteria:

(iii) Operation and maintenance of minimum 210 WC Month (= number of WCs Operated and maintained monthly x number of months for which such WCs are operated and maintained) in last 5 years. Or

(iv) Construction, Operation and maintenance on BOT Basis not less than 105 WC Month (=number of WCs constructed, Operated and maintained monthly x number of months for which such WCs are constructed, operated and maintained) in last 5 years.

3.3.6 The aforementioned five year is reckoned from last date of bid submission.

3.3.7 Equivalent WC be worked out for Urinal Pot as Two Urinal Pots ~ 1 WC

3.3.8 For BOT case, WC (Equivalent) are entitled to evaluate in both the above criteria separately.

3.11 Turnover: The Bidder should have average annual turnover of Rs. 1 Crores per annum for the preceding last three years and net worth of Rs. 0.6 Crores in the financial year 2015-16. The financial year means the period ending upto 31st March.

3.12 Net worth shall be calculated and certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).

3.13 The bidders shall meet the minimum eligibility criteria and turnover requirement.

3.14 The bidder should have its own trained manpower on their rolls required for Operation & Maintenance. A Notarized affidavit and undertaking that the workers

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement
Rights in Raipur city on PPP Model

employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of Chattisgarh of Raipur and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.

Documents supporting the Minimum Eligibility Criteria in TECHNICAL BID

Sl. No	Particulars	To be filled by the bidder
1	Details of Bid Security deposit	
	Amount	
	Guarantee Bank / Draft No. and Date and issuing Bank	
2	List of self-attested copies of latest	
	(i) Audited accounts	
	(ii) IT Returns filed	
3	List of self-attested copies of	
	(i) ESIC Registration with Code No.	
	(ii) EPF Registration No.	
	(iii) PAN/TAN Card No.	
	(iv) Service Tax Registration	
4	<p>The Bidder experience at least three years in last five years in Construction / Operation and Maintenance of Public toilets / Community Toilets / Urinal Blocks on BOT basis in public premises as defined above. The following minimum criteria:</p> <p>(i) Operation and maintenance of 210 WC Month (= number of WCs Operated and maintained monthly x number of months for which such WCs are operated and maintained) in last 5 years. OR</p> <p>(ii) Construction, Operation and maintenance on BOT Basis not less than 105 WC Month (= number of WCs constructed, Operated and maintained monthly x number of months for which such WCs are constructed, operated and maintained) in last 5 years.</p>	
5	The bidder should have its own trained manpower on their rolls required for Operation & Maintenance. A	

- Notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of Chattisgarh of Raipur and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers
- 6 The proof regarding turnover has to be submitted by the Bidder regarding the average annual turnover of Rs. 1 Crores per annum for the preceding last three years and net worth of Rs. 0.6 Crores in the financial year 2015-16.
- 7 Undertaking that the company should abide with General Terms and conditions of this office shall give a demonstration. A notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Government Ministries / Departments have not been banned.
- 3.9 **Financial Sustainability:** The bidder shall prepare cost estimates for executing the work, along with a break up of proposed capital expenditure and target O&M expenses for the concession period along with the estimated target revenue during the concession period. Bidder shall enclose the probable means of financing the project duly certified by the Chartered Accountant.
- 3.10 Any entity which has been barred by the RSCL, RAIPUR NAGAR NIGAM, Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.
- 3.11 All financial documents submitted need to be authenticated by Chartered Accountant.

Section – 4 BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- 4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. RSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.

- 4.3 Site Visit, Traffic Study and Field Investigations, if any: The Bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer, and entering into concession for construction of the Public Toilets, and subsequent operation and maintenance of the same. The Public Toilets related information, which has been provided in this RFP document, is intended to guide the bidders in preparing their Proposal only. RSCL shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
- 4.4 Costs associated with Visits and Field Investigations, if any: The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense.
The Bidder and any of his personnel or agents can visit site.
- 4.5 Familiarity with Clearances: The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- 4.6 It would be deemed that by submitting the Bid, the Bidder has:
- i. Made a complete and careful examination of the RFP document.
 - ii. Obtained all relevant information about the project.
- 4.7 RSCL shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

Section – 5 BID SECURITY

- 5.1 Bid shall be accompanied by a Bid Security Deposit of Rs.2, 00,000/- (Rupees Two lakh only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 8 (Eight) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favor of MD, RSCL, payable at Raipur.
- 5.2 No request for transfer of any previous deposit of security deposit, or bid security or adjustment against any bills held by the Department in respect of any previous work shall be entertained.
- 5.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after submitting the bids, the aforesaid bid security shall be forfeited to the RSCL.
- 5.4 The RFP bids without bid security shall be summarily rejected.

- 5.5 No claim shall lie against the RSCL in respect of erosion in the value or interest on the amount of bid security deposit.
- 5.6 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the concession agreement in accordance with the terms of the RFP document;
 - (b) Fails to furnish required performance security in accordance with the terms of RFP document within the time frame specified by the RSCL;
 - (c) Fails or refuses to honor his own quoted financial offer for the services or part thereof.

SECTION – 6 VALIDITY OF BID AND BID SECURITY

- a) Bids shall remain valid for a period of Six (6) months from the Bid Submission Due Date. RSCL reserves the right to reject any Bid, which does not meet this requirement.
- b) The bid security shall be valid for two month beyond the validity of the proposal.
- c) Any bids not accompanied with an acceptable Bid security shall be rejected.
- d) The Bid security of the unsuccessful Bidders would be returned after the acceptance of successful bid and issuance of the letter of award to the successful bidder.
- e) The Bid security of the successful Bidder will be discharged when the successful Bidder has signed the agreement and furnished the Performance Security.

SECTION – 7 PRE-BID MEETING

- 7.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.
- 7.2 A pre-bid meeting shall be held on 30.05.2017 at 11.30 AM in the office of MD, Ground floor, Outdoor stadium, BudhaTalab, Raipur-492001. Bidders will be required to send their queries in writing or mail at least 2 days prior to the pre-bid meeting to:

MD
RAIPUR SMART CITY LTD
Ground floor,
Out door stadium,
BudhaTalab,
Raipur- 492001.
Email: helpdesk.eproc@cgswan.gov.in
Help desk at toll free no 1800 419 9140 , Mobile no 9301953225 & 9301953299

- 7.3 Minutes of the meeting, including the text of the questions raised and the responses given would be sent to all prospective Bidders. Any modifications of the RFP document as per the minutes of meeting, which may become necessary as a result of the Pre-bid meeting, shall be part of the agreement.
- 7.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Minutes of Meeting will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

Section – 8 AMENDMENT TO RFP DOCUMENT

- 8.1 At any time prior to the deadline for submission of Proposal, RSCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of Addenda.
- 8.2 Any Addendum thus issued will be sent in writing to all responsive bidders in pre bid meeting (Preferably through e-mail) and will be uploaded on website.
- 8.3 RSCL may, at its discretion, extend the Proposal Submission Due Date.

Section – 9 CLARIFICATION FROM BIDDERS

To assist in the evaluation of Proposal submitted by bidders, RSCL may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing within the requested time. All the bidders fulfilling the eligibility criterion may be given an opportunity to make a presentation of their proposal before an evaluation committee.

Section – 10 LANGUAGE

The Proposal submission and all related correspondences should be written in the

English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

Section – 11 BID DOCUMENTATION

- 11.1 The Proposal should have no overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialed with date by the person signing the Bid.
- 11.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.

Section – 12 RIGHT OF ACCEPTANCE AND REJECTIONS OF RSCL

- 12.1 Notwithstanding anything contained in the RFP document, RSCL reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.
- 12.2 The RSCL reserve all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the highest financial offer or any specific bids. The decision of the RSCL in this regard shall be final and binding.
- 12.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.4 The competent authority of the RSCL reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.
- 12.5 The RSCL may terminate the Contract if it is found that the bidder / successful bidder / concessionaire is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

Section – 13 BID SUBMISSION DUE DATE

Proposal will be received up to 16.00 hours on 13.06.2017 at MD RSCL office. Any Proposal, which is received after the prescribed deadline shall be returned, unopened. The bids shall be opened at 16.00 hours on the due date of submission.

Section – 14 SUBMISSION OF OFFERS

The bidder shall prepare and submit their proposals in original and one copy clearly marking ORIGINAL and COPY and as per the procedure detailed below:

- 14.1 The original copy of the Bid security (DD or Bank Guarantee) of the required value and in approved format shall be sealed separately in a envelope mentioning: Envelope - A1 BID SECURITY FOR “Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model”.
- 14.2 The original and copy of the Technical Bid shall be sealed separately in the envelope mentioning: Envelope – A2 TECHNICAL BID FOR “Construction of Smart PTUs at 7 sites with Advertisement Rights in RMC area on PPP Model”
- 14.3 The original and copy of all documents for Minimum Eligibility Criteria shall be sealed separately in envelope mentioning: Envelope – A3 Eligibility Criteria for “Construction Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model”.
- 14.4 The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning: Envelope – B FINANCIAL BID FOR ‘Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model”.
- 14.5 The original and copy of the Technical Bid in envelope A2 and Financial Bid in envelope „B” shall also be sealed.
- 14.6 All the above envelopes viz. ‘A1’, ‘A2’, ‘A3’ and “B” shall then be sealed in one outer envelope for the original and copy of RFP.
- 14.7 The inner & outer envelopes shall be addressed to MD RSCL at address provided in Para 7.2.
- 14.8 The inner envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is late.

- 14.9 If the outer envelope is not sealed and marked as above, RSCL will assume no responsibility for the misplacement or premature opening of the Proposal.
- 14.10 RSCL must receive proposals at the address not later than the time and date stipulated in the Section 13.

Section – 15 LATE BIDS

RSCL will not, accept any Proposal received after the Bid Submission Due Date and Time. Late submission will be rejected and returned unopened.

Section – 16 OPENING OF OFFERS

The offers as received shall be opened by the RSCL on the date and time of opening as detailed here in above, in presence of bidders who choose to be present. On opening of the main envelope it will be checked if it contains: i) Bid Security (Envelope A(1)) ii) Technical Bid (Envelope A(2)) iii) Minimum eligibility criteria (Envelope A(3)) (iv) Financial Bid (Envelope B)

- 16.1 The bid security will be opened first and will be checked for its requisite value and format.
- 16.2 If the documents do not contain Bid Security, or not of required value or not in acceptable form, the offers submitted will be rejected.
- 16.3 The Technical and Financial bid shall not be opened on that day and shall be kept separately in the safe custody of RSCL to be opened and evaluated later on as per the procedure detailed herein.

Section – 17 CONFIDENTIALITY

RSCL will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. RSCL will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

Section – 18 TESTS OF RESPONSIVENESS

Prior to evaluation of Bid submission, Department will determine whether each Bid is responsive to the requirements of the RFP document. Any Bid submission shall be considered responsive if:

- a) Is received by the Bid Submission Due Date including any extension thereof.
- b) Is signed, sealed and marked as stipulated in Section 14.
- c) Is accompanied by the Bid Security
- d) Contains all the information as requested in the RFP document
- e) RSCL reserves the right to reject any Bid submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid submissions.

Section – 19 EVALUATION AND COMPARISON OF BIDS

- 19.1 RSCL will evaluate and compare the bid determined to be substantially responsive and as per the procedure detailed below. In the event of any discrepancy between “ORIGINAL” and ‘COPY’ the contents of “ORIGINAL” shall prevail.
- 19.2 The bids of only those bidders who have submitted the complete bids (Bid Security, Eligibility criteria, technical bids & financial bids) will be considered for bid evaluation process.
- 19.3 Only those bidders who are meeting the minimum eligibility criteria will be Qualified for the opening their Technical Bid.
- 19.4 The Technical Bids shall be evaluated based on the available documents submitted by the bidder in accordance with the Technical evaluation parameters.
- 19.5 **Technical Evaluation Parameters:** Technical bids shall be opened for further evaluation by a committee constituted for the technical evaluation as per the following elaborated criteria:-
 - (i) Equivalent WC be worked out for Urinal Pots ≈ 1 WC.
 - (ii) For BOT case, WC (Equivalent) are entitled to evaluate in both the criteria separately.

Sl. No.	Contents of Technical Bid	Brief Description of Criteria (marks)	Maximum Marks
a)	Proposed Basic Design of Smart	<ul style="list-style-type: none"> • Innovative Design, use of Modern material, functionality, Aesthetic and maintainability (5 marks) 	15

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

	PTUs & Bus shelters	<ul style="list-style-type: none"> Solar Panel & LED fittings and design with least vandalism (5 marks) Back lit advertising display panel covered with Poly Carbonate sheet and Digital Advertising Display Panel (5 marks) 	
b)	Operation, Cleaning and Maintenance Plan	<ul style="list-style-type: none"> Daily / Weekly / Monthly /Yearly Plan for O&M (5 marks) Daily / Weekly / Monthly Plan for cleaning (5 marks) Inspection Reports through Mobile Apps and Email (5 marks) Complaint redressal mechanism (5 marks) 	20
c)	Mechanized Equipment	<ul style="list-style-type: none"> Mopping, Rubbing and Dry / Wet Vacuum Cleaning through machine (10 marks) <p>Note: List of equipment for deployment in the Project are to be given.</p>	10
d)	Manpower Deployment	<ul style="list-style-type: none"> Number of Supervisor (Minimum 2 Number) (3 marks) Number of skilled manpower (Electrician / fitter / plumber) (Minimum 2 No.) (3 marks) Unskilled manpower (Sweeper, Security, Guard, helper etc.) (Minimum 80) (4 marks) 	10
e)	Experience for Similar Work - Public Toilets / Community Toilets / Urinal Block exclusively on Operation & Maintenance in last five year	Operation and maintenance of number of WC in month (=number of WCs Operated and maintained daily x number of months for which such WCs are operated and maintained) in last 5 years. (10 marks for 840 WC in a months; 15 marks for more than 1680 WC in a month; for in-between WC month, marks will be allotted on pro-rata basis)	15
(f)	Experience for Similar Work - Public Toilets / Community	Construction, Operation and maintenance on BOT Basis of number of WC month (=number of WCs constructed, operated and maintained monthly x number of months for which such WCs are constructed, operated and maintained) in last 5 years. (7 marks for 105 WC Month; 10 marks for	10

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

	Toilets / Urinal Block on BOT basis for Construction, Operation & Maintenance of Smart PTUs in last five year	more than 210 WC Month; pro-rata marks for in-between WC months)	
g)	Financial Competency – Turnover	Annual Average Turnover in last three years (10 marks for turnover more than Rs.4 cr.; 7 marks for Rs.2.0 cr.; for turnover in between Rs.2 to 4 cr. marks will be allotted on pro-rata basis)	10
h)	Financial Competency - Proposed Capital Expenditure	Proposed capital expenditure for the project excluding O&M. (10 marks for expenditure of more than Rs.1.5 cr.; 7 marks for Rs.1 cr.; for expenditure in between Rs.1 to 1.5 cr. marks will be allotted on pro-rata basis; 0 marks for less than Rs.1 cr.)	10
Total			100

19.6 Illustration for working out the WC Month in five years:-

A agency Operated & Maintained 10 toilets in which each toilets have Gents (2 WC + 4 Urinal), ladies (2WC) and one for especially abled persons for three years in last five years.

$$\text{WC in each Toilet} = (2\text{WC} + 4/2 \text{ Urinal}) + 2\text{WC} + 1\text{WC} = 7\text{WC}$$

For such 10 Toilet for three years: WC Month = 10 x 7 WC x 36 months = 2520 WC Month.

19.7 Only those bidders who have secured technical score of 70 marks or more in above evaluation of technical bids shall be considered for further evaluation of their financial bid.

19.8 Technical Weightage: The 70% of total marks obtained by the bidders in evaluation of technical bids (as per 19.5) shall be technical weightage.

Illustration 1 (for Technical Weightage): If bidder has secured 80 marks out of the total 100 marks in the technical evaluation as per para 19.5 his technical evaluation value shall be 56 i.e. (80 x 70%).

19.9 Opening of Financial Bid and Evaluation

19.9.1 The Financial bids of only those bidders who have secured technical score of 70 marks or more in evaluation of technical bids (as per para 19.5) shall be considered for further opening of financial bids for evaluation.

19.9.2 RSCL would intimate the date and venue of the opening of the financial Bid of only those bidders who pass through the stage of technical qualification, with a request to be present at the time of the opening.

19.9.3 The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.

19.9.4 The financial bid of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained.

19.9.5 **Minimum license fee:-**

A minimum license fee of Rs 34000(Rupees Thirty four thousand only) per month (@ Rs 4000/month for toilet &Rs 1000/month for bus shelter) for 6 toilets and 7 bus shelters and it will increase 5% annually on previous year license fee.

19.9.6 In financial bids, bidder has to submit the financial offer in the specified format at Annexure 'G' per month and will be increased 5% annually on previous year license fee. License fee has to be paid to RSCL on quarterly basis in advance as per the financial offer quoted in financial bids or minimum license fee as specified in Section 19.9.5, whichever is more.

19.9.7 Financial Weightage:- The Financial weightage has to be derived out as 30% of the financial score worked out on the basis of financial offer quoted by bidder in Financial bids. The bidder with highest financial offer (H-1) shall be assigned as financial score 100 and financial weightage as 30 (i.e. 30% x 100) as per Illustration 2 below:-

Illustration 2 (for Financial Weightage):-

If the bidder at Illustration 1 is H-1 bidder and quoted financial offer Rs. 125/-, then his financial weightage will be:-

= 30% of 100 x Highest financial offer quoted by H-1 bidder / Highest Financial offer quoted by H-1 Bidder

= (30 % of 100) x 125 /125 = 30

Total score of bidder shall be 86 i.e. (56 Technical weightage + 30 Financial weightage)

19.9.8 The financial scores of the other bidders (i.e. H 2, H 3 or so on) shall be computed as under explained below:

Illustration 3:-

30 x highest offer quoted by (H-2, H-3,..... or so on) bidders / Highest offer quoted by H-1 bidder

Section – 20 CRITERIA FOR SELECITON OF SUCCESSFUL BIDDER

20.1 The successful bidder shall be worked out on the basis of highest score obtained by the bidder, as per their technical weightage and financial weightage as Illustrated below:-

The bidders score = Technical weightage (70% of Technical score / marks obtained in evaluation of technical bids as per 19.5) + Financial weightage (30% of financial score derived on the basis of financial bid evaluation as per 19.9).

20.2 The highest score obtained by the bidder shall be the successful bidder.

Section – 21 NOTIFICATION OF AWARD & LETTER OF ACCEPTANCE

- 21.1 The Bidder who obtained highest score as per para 20 after evaluation of technical bid and financial bid, shall be the successful bidder and 'Letter of Award' will be issued by the

RSCL and successful bidder has to be duly acknowledged by Letter of Acceptance in prescribed format within a week time (Seven days) from the issue of (LoA), signed by authorized signatory.

Section – 22 AWARD OF CONTRACT

- 22.1 The Bidder who obtained highest score as per para 20 after evaluation of technical bid and financial bid, shall be the successful bidder and 'Letter of Award' will be issued by the

RSCL and successful bidder has to be duly acknowledged by Letter of Acceptance in prescribed format within a week time (Seven days) from the issue of (LoA), signed by authorized signatory and sign the concession agreement within 30 days of "Letter of Award".

- 22.2 If the Concession Agreement is not signed by the selected bidder within 30 days of issuance of the "Letter of Award", then RSCL reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of selected bidder would be forfeited.

- 22.3 The successful bidder would have to furnish Performance Security as specified herein, before signing of the Concession Agreement. Till such time, the Bid Security of the successful Bidder would remain effective and in possession of RSCL.

Section – 23 EXTENSION OF VALIDITY OF BID

In exceptional circumstances, prior to expiry of the original Bid Validity Period, RSCL may request the pre-qualified Bidders in writing to extend the Bid Validity Period for a specified additional period.

Section – 24 PERFORMANCE SECURITY

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the „Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model“ deliver to RSCL, a Performance

Security of Rs. 10 lacs (Rupees Ten Lacs only) in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favor of MD RSCL payable at Raipur. The validity of Performance Security must be up to the end of concession period. If the Performance Security is submitted with validity for initially two years, then same has to be increased or submitted a fresh before expiry date up to the end of concession period without fail. This bank guarantee shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.

Section – 25 REVENUE

- 25.1 Advertisement is the major source of revenue from permitted advertisement space as per the design approved by RSCL (20 sqmtr per Smart PTUs & Bus shelters subject to maximum 25 sq meter) and other permitted commercial activities such as e-commerce ATM, Potable Water ATM's / Vending Machines, Wi-Fi etc.

In case for Digital Advertisement Panels the necessary permissions have to be obtained from Raipur Police and other statutory body. Similarly necessary approval / permissions for Wi-Fi from the statutory body / department have to be obtained by the concessionaire.

- 25.2 Space for 'RSCL area' / kiosk will be used by RSCL for Blood Collection Centre / First Aid / Police Booth / Floweriest and other commercial activities. No revenue sharing will be made by the RSCL and no claim of the Concessionaire in this regard will be entertained.
- 25.3 The bidder is expected to make his own estimates of revenue before submitting their proposal. No claim shall be entertained in this regard at any stage.

Section – 26 CONCESSION PERIOD AND Smart PTUs & Bus shelters SITE

- 26.1 Concession Period: The "Concession Period" will be 10 (Ten) years from the date of signing of the concession agreement excluding the implementation/ construction / commissioning period of Six months.
- 26.2 The title of interest, ownership and rights with regard to Smart Public Toilets Units constructed by the Concessionaire for RSCL along with fixtures/fittings provided therein shall vest with the RSCL and concessionaire will operate, clean and maintains during the Concession Period including permitted activities for revenue collections mentioned herein. After the end of the Concession Period all the assets created by the

concessionaire will be handover to RSCL in good working conditions.

Section – 27 DESIGN OF PUBLIC TOILETS & BUS SHELTER

27.1 The proposed concept design of Public Toilets & Bus shelter (separately) in the tentative area of about 30 feet x 13 feet & 40 feet x 10 feet , respectively, has to be submitted by the bidders considering separate facility for ladies, gents and especially abled persons 'DIVYANG' and other required smart facilities such as Potable Water ATM, e-commerce ATM, „RSCL area“ / Service Centre / kiosk, Wi-Fi and Solar Panels.

The tentative lay out plan incorporating the desired facilities are attached herewith for the reference at annexure B.

The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirement.

27.2 Location wise design / drawings for Public Toilets and Bus shelter with required facilities are to be submitted by Concessionaire for approval by the RSCL / Independent Engineer / PMU as per the site feasibility.

27.3 The advertisement Panel shall be of Back Lit Advertising Display Panels and Digital Advertising Panels with prior approval of Raipur Police and other statutory body.

27.4 For e-commerce ATM, the TRI-Party agreement with RSCL, Bank and the Concessionaire has to be executed before commencement of operation in the facilities.

27.5

(a) Potable Water ATM can be provided by the Concessionaire through its own arrangement or with other expert agency in the field as per the agreement with prior approval of RSCL. Drinking RO water in sufficient quantity (about 500 ltr) has to be ensured with proper real time display of the quality. The maximum price of RO water per glass / bottle through coin / smart card has to be decided / fixed in consultation with RSCL.

(b) In case, concessionaire fails to provide Potable Water ATM, within one month time from the date of completion of individual Smart PTUs & Bus shelters, RSCL can make the arrangement on its own or through vendor as per the terms and conditions finalized by the RSCL. The concessionaire would not be entitled to raise any 'objection' in this regard and no claim of concessionaire will be entertain in this regard.

- 27.6 “RSCL area” / Service Centre / Floweriest Kiosk / Blood Collection Centre are to be utilized by the RSCL. The concessionaire would not be entitled to raise any “objection” in this regard and no claim of concessionaire will be entertain in this regard.
- 27.7 Social Messages through poster for the wide spread awareness and instructions has to be placed by the concessionaire in and around the Smart PTUs & Bus shelters as per the direction of RSCL time to time for the larger public behavioral changes.

Section – 28 REQUIREMENT FOR BETTER DESIGN, OPERATION, CLEANING AND MAINTENANCE OF SMART PUBLIC TOILETS & BUS SHELTERS

- 28.1 The reference requirement for better operation, cleaning and maintenance of Smart Public toilets are given in the Annexure D herewith, specially for cleaning schedule item wise, frequency of cleaning, required equipment / Machines and cleaners / detergents.
- 28.2 Requirement for Inspection Card /Report of Smart Public Toilets are given in the Annexure E enclosed for reference and for preparing daily / weekly / Monthly reports.
- 28.3 Mobile App for Inspection and Report mechanism shall be ready before start of COD. MIS for reporting and complaint redressal mechanism is to be prepared by the Concessionaire for proper quality services and accountability. The same has to be Started with the COD without failure.

Section – 29 IMPLEMENTATION OF PROJECT

- 29.1 RSCL hereby undertakes to handover to the Concessionaire physical possession of the Project Site (Smart PTUs & Bus shelters) free from encumbrance within two weeks from the signing date of the Agreement in phased manner together with the necessary rights of way/way leaves for the purpose of implementing the project in accordance with this Agreement. If RSCL delays the transfer of possession of land, beyond two weeks’ time, for few smart PTUs & Bus shelters, the responsibility of concessionaire shall be counted from the actual date of possession, on pro-rata

basis, for the late transferred toilets. The actual nos of PTUs & Bus shelters may vary as per the land availability on higher/lower side and the license fee shall be worked out on pro rata basis.

- 29.2 RSCL confirms that upon the Smart PTUs & Bus shelters site being handed over pursuant to the preceding Clause (29.1), the Concessionaire shall have the right to enter upon, occupy and use the Project Site and to make at its costs, charges and expenses such development and improvements in the Smart PTUs & Bus shelters Site as may be necessary or appropriate to implement the Project and to provide the Facility subject to and in accordance with the provisions of this Agreement.
- 29.3 The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire within four weeks from the date of possession of site for approval by the RSCL in further two weeks' time.

Section – 30 CONSTRUCTION PERIOD OF SMART PTUS & BUS SHELTERS

- 30.1 After approval of the design / drawings of individual Smart PTUs & Bus shelters, the concessionaire will start the construction activities for implementing the Project as per this agreement. Concessionaire will also submit the schedule chart / program for implementing the activities complete so that the following target be achieved.
- 30.2
- (a) Total 6 Nos. Smart PTUs & 7 Bus shelters have to be completed in Six months from the signing of agreements.
 - (b) The Smart PTUs & Bus shelters shall be completed strictly as per the above specified timeline. Failing which liquidity damage of Rs.500/- per week per Smart PTUs & Bus shelters wise will be imposed on the Concessionaire.
 - (c) The liquidity damage for Smart PTUs & Bus shelters if any will be calculated Smart PTUs & Bus shelters wise till the completion / provisional completion for the Smart PTUs & Bus shelters granted by the Independent Engineer. The total liquidity damage will be worked out till the completion of the project granted by Independent Engineer for COD.
 - (d) The COD will be granted only after depositing the Liquidity Damage to RSCL in the form of Demand Draft in favor of MD, RSCL, Raipur.
 - (e) In case of unavoidable circumstance or delay in completion of individual Smart PTUs & Bus shelters due to RSCL" s obligation such as sewer line, water supply, electricity etc. the hindrance have to be recorded properly by the Independent Engineer and such period will not be counted towards the working out the Liquidity Damage for the Smart PTUs & Bus shelters.

Section – 31 TOILETS & BUS SHELTERS PARTIAL COMPLETION/PARTIAL COD

31

- (a) In case of delay in implementation / completion of the project in SIX months time, on account of the concessionaire, the fifty percent share of RSCL towards the Independent Engineer fee will be also borne by the concessionaire till completion of project, in addition to their share of fifty percent fee of Independent Engineer till the completion of project.
- (b) After Six months from signing of the agreement, the completion certificate would be issued by the Independent Engineer and the project will be made deemed completed. The license fee (the minimum license fee or as quoted by successful bidder, whichever is more) would be paid by the Concessionaire to the RSCL and the liquidity damage of Rs.500/- per Smart PTUs & Bus shelters per week would be paid for balance uncompleted Smart PTUs & Bus shelters to RSCL till the completion of the project. No claim on account such circumstances will be entertained by the RSCL.
- (c) The partial COD may be granted by the Independent Engineer, after achieving the mile stone time line as per 30.1 above.
- (d) After completion of construction activities for individual Smart PTUs & Bus shelters, the Smart PTUs & Bus shelters have to be made operational immediately for general public use and will maintain by the concessionaire as per this agreement. But the commercial activities and advertisements will only start after the issuing of the COD / partial COD by the Independent Engineer.
- (e) After opening the individual Smart PTUs & Bus shelters for general public use, the social message / creative information of RSCL have to be displayed by the concessionaire in the back lit Advertising Display Panels / Digital Advertisement Display Panel, till the grant of partial COD / COD.
- (f) After issue of the partial completion certificate, the partial COD may be granted by the Independent Engineer and license fee have to be paid by the concessionaire during the implementation period as mentioned herein.

Section – 32 INCENTIVE FOR EARLY COMPLETION OF SMART PTUs & Bus shelters
PROJECT

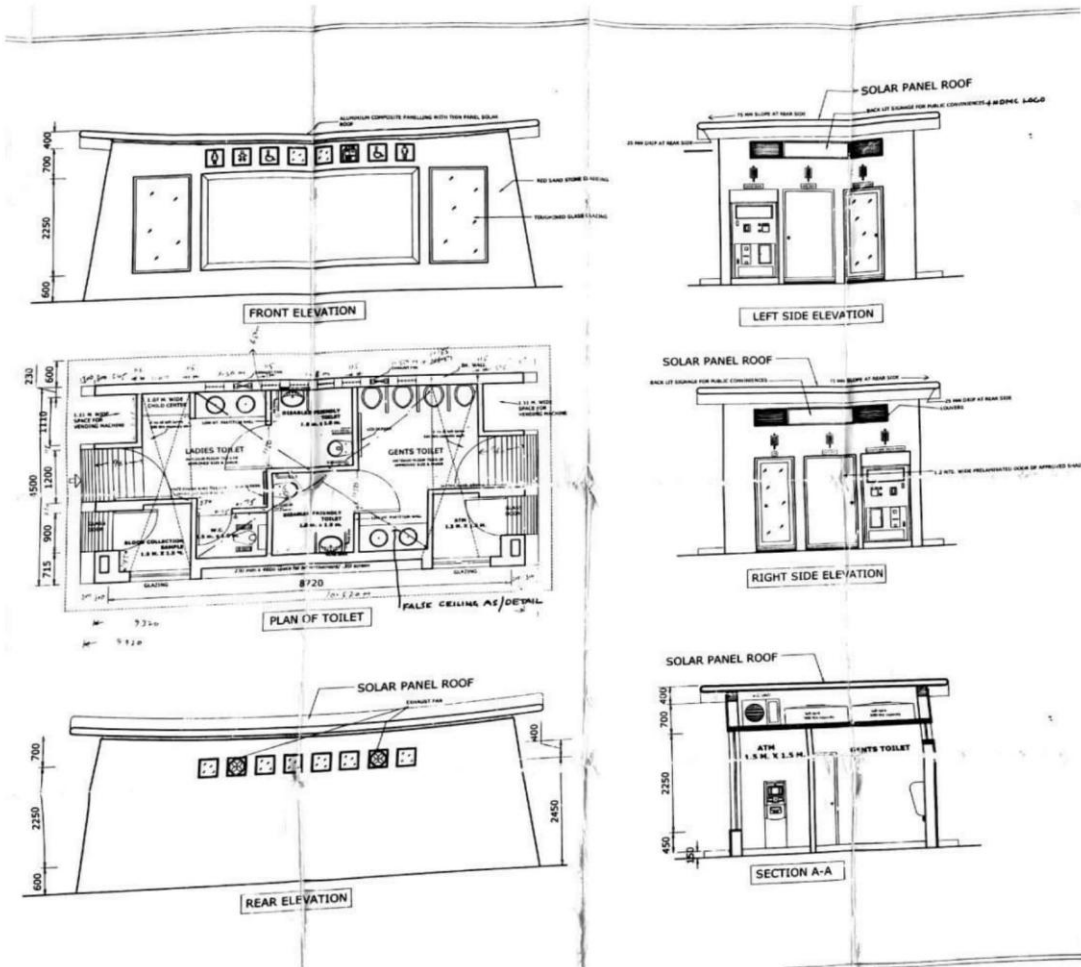
32. In case of the early completion of the Smart PTUs & Bus shelters location wise, the incentive of Rupees 500/- per week per Smart PTUs & Bus shelters will be granted to the concessionaire and the same will be adjusted license fee due for first quarter.

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

ANNEXURE – ‘A’

Sr. no.	Proposed locations for smart PTU and Bus shelters in group A	PTU	Bus shelter	Facilities in each PTU	Facilities in each PTU	Facilities in each PTU
				Bank ATM & Wi Fi	Potable water ATM	'RSCL' area at disposal of RSCL
1	At Jaistabh Chowk	–	Yes	Yes	Yes	Yes
2	In front of Railway Station near Gate no. -2	Yes	Yes	Yes	Yes	Yes
3	In front of Ganj Thana near Fafadih Chowk	Yes	Yes	Yes	Yes	Yes
4	At Mekahara Chowk (road toward Shastri Chowk)	Yes	Yes	Yes	Yes	Yes
5	At Shastri Chowk (in front CIDC building)	Yes	Yes	Yes	Yes	Yes
6	At Shastri Chowk (road toward Jaistambh chowk)	Yes	Yes	Yes	Yes	Yes
7	At Gaurav path near Bhagatsingh Chowk	Yes	Yes	Yes	Yes	Yes

TENTATIVE / INDICATIVE DESIGN OF TOILET



Annexure – C

THE MINIMUM SPECIFICATIONS AND STANDARDS FOR SMART PTUS & BUS SHELTERS

- 1) The Smart PTUs & Bus shelters as per the Annexure - A are to be constructed in accordance with the drawings, complete with proper tiling, flooring, LED fixtures, electrical fittings, sanitary fittings, solar photovoltaic roof top panels and plumbing etc. Bus shelters must have proper vandalism proof provisions of stainless steel (SS) pipes structure, Acrylic sheets, FRP sheets, Polycarbonate roofing sheets, etc with provisions of backlit advertisement panels on 3 sides including necessary concealed electrical wiring, etc for ample illumination in night.
- 2) (a) The advertisements are only permitted to display on the front wall and side walls of the Smart PTUs & Bus shelters. The advertisement area is about 20 sq.mtr which can be extended to maximum 25 sq meter if location permits per Smart PTUs & Bus shelters.

(b)The advertisements panel shall be have Back lit advertising panel / Digital Advertising panel (with prior approval of the Raipur Police) in the frame of Aluminum / Stainless Steel and covered with poly carbonate sheet as per design approved by RSCL.

(c)The tentative size of advertising panel shall be of 6m x 1.5m (Front panel), 1.5m x 2m (Side wall panel) as per the details given in Annexure 'H'.

(d)No separate structure for advertisements panel above the Smart PTUs & Bus shelters, or separate advertisements panel from the Smart PTUs & Bus shelters shall be allowed to put or add.

(e) No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The CONCESSIONAIRE expressly agrees that the decision of the RSCL in this regard shall be conclusive and binding on the CONCESSIONAIRE.
- 3) Smart PTUs & Bus shelters are to be constructed at New locations as per list in Annexure - A.
- 4) The provision of the space for various facilities such as Water ATM, e-commerce ATM, „RSCL area“ / Service Centre, Solar Photovoltaic Roof Top Panels , Wi-Fi as per the design approved by RSCL are to be provided in each Smart PTUs & Bus shelters. The number of facilities / requirements shall be as per the site feasibility and the location specific requirements such details are at Annexure- A'.

- 5) An area of about 35 sq. feet i.e. RSCL area" would be provided to the RSCL for which no payment would be made to the concessionaire by RSCL during the concession period.
- 6) The Public Toilets shall have separate facility for ladies, gents and especially abled persons (Divyang) along with the other required smart facilities such as Water ATM, e-commerce ATM, 'RSCL area' / Service Centre / kiosk, Wi-Fi and Solar Roof Panels.
- 7) The requirement of number of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirements such as Markets, BQS, Road side, JJ cluster etc in consultation with RSCL.
- 8) The material and the fixtures to be used in each Smart PTUs & Bus shelters are given herewith for minimum standard. However, the concessionaire can propose the higher specification than the above for approval by the RSCL.
- 9) Design criteria for preparing/submission the drawings of individual Smart PTUs & Bus shelters in details are given clause 27, clause 28 of RFP and in Annexure D.
- 10) Water supply: The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart PTUs & Bus shelters and for the use of public visiting these public conveniences. The supply may be provided by RSCL at one point not more than 30 metres from the Smart PTUs & Bus shelters where available. Further laying of water line, connection and payment of connection & usage charges shall be the responsibility of the concessionaire. The connection charges and user charges shall be responsibility of the concessionaire. In case there is no feasibility of water supply immediately, in that case, the concessionaire has to arrange water at his own cost.
- 11) Electricity supply: The Concessionaire shall ensure adequate electricity supply for proper LED lightings inside and outside the Smart PTUs & Bus shelters from the Solar panels and Municipal electric supply. Fans and exhaust fans shall be energy efficient. The electric supply shall have to be arranged by the concessionaire through meter from CSPDCL and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.
- 12) Sewerage Disposal: The Concessionaire shall ensure disposal of treated sewerage through pipe line to nearest municipal sewer line/drain at his own cost. RSCL may provide a municipal sewer/drain at point not more than 30 meters from the premises. The connection charges and user charges shall be responsibility of the concessionaire. Where there is no feasibility of municipal sewer line, in that case, bio-digester is to be provided by the concessionaire at his own cost.
- 13) Landscaping: The concessionaire shall put plants in and around each Smart PTUs & Bus shelters where space is available as per the approval of the RSCL and maintain the same in good condition at all times.
- 14) Cleaning of Smart PTUs & Bus shelters: The Concessionaire shall ensure cleaning of the Smart PTUs & Bus shelters as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart PTUs & Bus shelters.
- 15) Waste Disposal: The Concessionaire shall provide stainless steel litterbins inside and outside the Smart PTUs & Bus shelters as specified and dispose of the collected

waste up to nearest municipal bin.

- 16) All the necessary electrical fittings/fixtures/ LED/ Exhaust fan/ Hand dryer etc. shall be of standard specifications energy efficient and quality, but not limited to the specified one herein and the work shall be got done through qualified electrician/wireman. Obtaining electrical safety clearance from regulatory body shall be the responsibility of the concessionaire at his own cost prior to the COD.
- 17) All the sanitary fittings/fixtures (WC, Urinal pot, Cistern, Taps, Dispenser, soap dispenser, wash basins etc.) shall be used of standard specifications, but not limited to the specified one herein and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.
- 18) In case sub-standard/defective material is used, the same shall be replaced by the CONCESSIONAIRE at its own cost. In case of any dispute in this regard decision of RSCL shall be final.
- 19) All the Smart PTUs & Bus shelters shall be provided with urinal pots, washbasins, taps, WCs (European Type & Indian Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.
- 20) The door and window frames shall be of Aluminum sections / epoxy coated MS sections panel door.
- 21) Ladies Toilets are to be provided with paddle operated dustbins.
- 22) Staff Room / Generator Room may be provided in the Smart PTUs & Bus shelters as per drawing, if possible.
- 23) Entire colour scheme and samples of the materials shall be got approved prior to use in the construction of Smart PTUs.
- 24) The minimum specifications for the material to be used in Smart PTUs & Bus shelters.

Sr. No	Item description	Minimum specifications
1.	(i) Brick work	As per CPWD specifications / for modular partition wall shall be as per manufacturer Specifications.
2.	Roof	RCC, M-25 with reinforcement of Fe-500 Grade.
3.	Flooring	Granite flooring with 18 mm thick granite stone or granite tiles of required colour as Approved by RSCL.
4.	Internal wall cladding	Digital wall tiles of min 5 mm thickness such as NITCO, Somany, Kajaria, Johnson

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

		or equivalent on 12 mm thick plaster in cement mortar with polymer adhesive and jointed with white cement slurry and matching pigment up to ceiling height.
5.	External wall cladding	Granite tiles/ sand stone cladding of approved quality & colours as per the drawings.
6.	WCs, Urinals & washbasins.	In white / Ivory colour vitreous china conforming to IS:7231
7.	Cistern	PVC flushing cistern with manually controlled device, preferable concealed Cistern.
8.	Storage tank	Polyethylene water storage tank ISI: 12701 marked indicating the BIS license no.
9.	Taps, stop cocks, Angle valves etc.	PTMT (engineering thermoplastic) fittings of Prayag or equivalent make in the PTUs and C. P. Brass / Metal fittings in the PTUs of approved quality.
10.	Aluminium doors & window Frames	Conforming to IS:733 and IS:1285, anodized transparent or dyed to required shade according to IS:1868. (Minimum anodic coating of grade AC 15)
11.	Particle board	Conforming to IS:12823
12.	Electrical wiring, Fittings & Fixtures	All fixtures, wiring & fittings of BIS standards. All lightings shall be LED lights. Fans, exhaust fans, Hand Dryer shall be energy efficient.

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

13	Solar Photovoltaic Panels	Roof Top	Solar photovoltaic panels of good quality shall be placed on roof for about 2 KW to 3 KW capacity as per the site feasibility.
14.	Modesty boards of not less than 300x800 mm height.		
15.	Urinal and wash basin for child.		
16.	Provision of ledge for placing personal belongings within the toilet cubicle as well as wash area in toilets.		

25) The entry gate for all facilities including toilets is not allowed from the backside (rear wall) of the Smart PTUs & Bus shelters.

26) Operations & Maintenance:

This includes operation of the Smart PTUs & Bus shelters i.e. regular cleaning of the Smart PTUs & Bus shelters and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. The maintenance and operation of all the necessary infrastructure provided in Smart PTUs & Bus shelters such as electricity, drainage, sewerage, waste removal, water etc. The Concessionaire shall also clean and housekeeping the other areas created in Smart PTUs & Bus shelters for the other facilities as specified above.

27) MINIMUM MAINTENANCE REQUIREMENTS

1. All PTUs should be kept opened from 6.00 a.m. to 11:00 p.m. for all seven days a week. However, the Concessionaire may be allowed to open it early and close it later, if the utility is located in parks, markets & commercial areas etc. in consultation with RSCL. At some places it may be required to keep it open for round the clock, 24 hours in a day for all seven days a week. The decision of RSCL in this regard shall be final.
2. Dedicated Operations Team, for active monitoring of security and maintenance services on a daily basis.
3. Water must be always available for flushing and washing.
4. All fittings and fixtures are to be maintained in fully functional condition always.
5. The surroundings areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
6. The advertisement panel to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Smart PTUs & Bus shelters.
7. No leakage from roof to be permitted.
8. Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.
9. The lighting arrangement at the Smart PTUs & Bus shelters is functional at all times. Electrical safety is to be ensured for users as well as CONCESSIONAIRE" S staff.
10. All structural members, sanitary fittings, electrical fittings and advertisement panel are to be inspected and maintained in good condition as per Good Industry Practices.
11. Broken floor and wall tiles are to be replaced within two days of such event.
12. The staff provided at the Smart PTUs & Bus shelters should be literate and courteous toward the users and assist handicapped and old age users. The staff will always be in uniform as approved by the MD, RSCL.
13. The flower plants and shrubs are to be maintained and watered regularly and the wastes to be disposed off regularly.
14. Security of all assets is to be ensured by the Concessionaire.
15. The advertisements on panels to be changed during off peak periods – preferably during night hours.
16. Exhaust fans should be functional always.
17. A round the clock mobile service van should be provided for attending to electric, plumbing and cleanliness related complaints.
18. The concessionaire shall be responsible to rectify minor complaint within 6 hours after receipt/ occurrence of complaint & major break down in any Electrical/ Sanitary installation shall be rectified next day failing which penalty @500/- per day shall be imposed.
19. Penalty for Rs 1,000/- Per Toilet / Per Day for improper quality of work i.e. improper cleaning, sanitation, blockage, improper supervision, short deployment of equipment and use of inferior quality of consumables as per the details given in Table 3 to Table 7 of Annexure 'D', the decision of RSCL will be final in this regard.

REQUIREMENT FOR DESIGN AND MAINTENANCE OF PUBLIC TOILETS & BUS SHELTER IN RMC AREA, RAIPUR

INTRODUCTION

Public Toilets has evolved an embarrassing subject now a days and has gained widespread awareness and discussion. Toilet issues are related to Design, Behaviour, Public Health, Social Graciousness, Cleaning Skills and Methods, Building Maintenance, Accessibility, Setting Norms and Standards, Legislation, Research & Development, Technologies, Public Education and Environmental issues such as Water.

These issues are different in Public Toilets / Community Toilets than the same in building which serves different visitors than that of a shopping centre, a school, a hospital, an office, a coffee shop, etc.

The Toilet needs of a man are also different from a woman, a child, an elderly person, an infant and different kinds of handicapped people like the visually handicapped, blind, wheelchair bound, etc. Furthermore, ethnic and cultural needs also have to be addressed.

Bus shelters must have proper vandalism proof provisions of stainless steel (SS) pipes structure, Acrylic sheets/FRP sheets panels fixed with SS fittings, Polycarbonate roofing sheets, etc with provisions of backlit advertisement panels on 3 sides including necessary concealed electrical wiring, etc for ample illumination in night.

Definition of "A Well Designed Toilet"

Anyone, who has even been in an overcrowded or uncomfortable public toilet, will value a good toilet design. The usual demands placed on a high-profile, high traffic and heavily used facility requires extra thoughts for each process. A well-designed public toilet has to be:

- (a) Clean and dry
- (b) Well ventilated
- (c) Easy to maintain
- (d) Carefully planned layout
- (e) Handicap friendly

There are various types of toilets such as Public Toilets, Community Toilets or Toilets in office or school etc.

Public Toilets facilities is generally open to any member of the Public or restricted to the patrons of the owner of the facility. Public toilets are places where one is obliged to ease oneself in unfamiliar surroundings among the strangers of the same sex. therefore, the fundamental principles of design of toilets include psychological studies and not just physical clearances and space requirement.

Design

1.0 Introduction

A number of different activity spaces are occupied by the appliances itself, additional space

required by the user and further space for circulation within the toilets. In many cases, these latter spaces may overlap on occasion.

Placing the appliances in order of use simplifies the circulation and reduces the distance travelled by the user. Using sensor-operated appliances should encourage hygiene.

No unsupervised installation can prevent vandalism. Even with the most vandal-resistant appliances, an unsupervised facility will eventually become sub-standard. In most cases, facility engineers and cleaners play an important role, which will result in well-maintained toilets. However, all designs should allow for individual items to be replaced. Pipe work, traps and electrical supplies should be concealed for aesthetic and hygiene reasons.

1.1 Layout

Single entrance/exit plans work satisfactorily provided the path of the users do not cross each other and the entrance is wide enough. Dispensing with the entrance door to the public toilet helps to improve the ventilation within the toilet.

Electronic products for toilets such as flush valves and faucets require minimum maintenance but offer enhanced operations that promote sanitation and perceived cleanliness because of hands-free operation. Simultaneously it has a lot of challenge in Public domain.

Directional signs leading to the toilets should not be too remote from main traffic area to avoid long distance walking for the aged with weak knees. It has to be easily accessible for those with urgency and for better personal safety for the user.

Signage's used should be sufficient and prominently displayed in all main traffic passageways, so that the user does not need to ask for directions.

Signage's used should show contrast of dark solid figure against a white background and significant to be seen by the visually handicapped and the aged.

The ratio of fittings in male and female toilets should be 1 W.C & 1 Urinal for male: 2W.C.s for female. As far as possible, fixtures such as urinals and W.C.s should be fitted back-to-back with common pipe ducts in between. All public toilets should be mechanically ventilated with an exhaust fan.

1.2 Lighting

A well-designed lighting system will save electrical energy and improve the appearance of the toilet. Dark and shadowy, off-coloured lighting can create the impression that a toilet isn't clean. Natural lighting can be used to help create a softer, friendlier environment.

All public toilets should be provided with warm-colour lighting for general lighting as well as

down lights above the wash basin/mirror. The minimum general lighting level is 300 lux. Warm-colour lighting aids in creating a better ambience in the toilets, which in turn encourages more care and responsibility from the users.

1.3 Materials

Materials shall be used of durable, resistant to vandalism and neglect. Detailed specification item wise are already given in Annexure 'C'.

Examples of good materials: -

- (a) Floor shall be of Non-slip ceramic tiles, natural stone, homogeneous tiles, terrazzo etc.
- (b) Wall shall be of Ceramic tiles, natural stone, homogeneous tiles, stainless steel, enamelled steel panels, glass block, aluminium panels, phenolic cladding etc.
- (c) Ceiling shall be of Mineral fibre board, fibrous plaster board, Aluminium panels or strips etc.

Carefully selected, durable materials minimise maintenance and prevent misuse. It is highly desirable that painted finishes are avoided, together with any materials, which are affected by moisture or corrosion (e.g. woodchip products and ferrous metals).

Floor finishes are important material support the image being presented. The finishes must be sufficiently durable to withstand the anticipated traffic levels and the toilet-cleaning frequency should also be sufficient to keep the floor looking well maintained and clean.

Non-slip homogeneous tiles are often selected because they are durable and are relatively easy to clean. The walls should be tiled, allowing the cleaners to sponge down the walls and floors thoroughly with little difficulty.

Wall and floor tiles of large surface areas are encouraged for easy maintenance. Use colours to brighten the toilet, create interest, and produce a conducive environment. Colour, achieved with materials and lighting, is one of the vital ingredients in creating ambience.

1.4 Urinals

All Urinals should be fitted with a flush valve and may be with an automatic flushing device. The fixture should be concealed for easy maintenance and to deter vandalism.

If two or more urinals are installed, one should be installed at child" s height. As a further enhancement to keep the urinal areas dry, stainless steel grating could be installed over the drainage and below the urinal bowls.

1.5 Water Closets

All W.C.s should be wall hung or seated / stand and should be fitted with flushing device. The fixture should be concealed for easy maintenance and to deter vandalism. W.C. cubicles should be 850mm (min) x 1500mm (min).

An ablation tap coupled with hose and a spring-loaded nozzle should be installed in at least 1 W.C compartment in male and female toilets. Floor trap should be provided within the W.C. where it is fitted with the ablation tap. The flooring of W.C. cubicles should be properly graded towards the floor trap so as to keep the floor as dry as possible.

1.6 Wash Basins

The basins should have a minimum size of 500mm in length and 400mm in width.

All wash basins should be installed into vanity tops, and located beneath the vanity.

Vanity tops should have backsplash and apron edges.

All wash basin taps should be to conserve water. The water pressure and tap/wash basin position should not cause water to splash onto user's body during activation.

Where there are two or more basins, one should be installed at child's height.

In order to keep the floor dry, the vanity top-cum-wash basin should be installed outside the toilets for common use by all users. Liquid soap dispensers, paper towel dispenser or hand dryer and litter bins should be installed adjacent to the washbasins.

1.7 Provision of Facilities

All public toilets should be fitted with:

- (a) Waste bins inside each male and female toilet..
- (b) Either paper towel dispenser or hand dryer, directly above or in close proximity to the washbasin.
- (c) Suitable air fresheners to promote a fragrant, pleasing environment.
- (d) Sanitizers in each W.C bowl/ urinal fitting.

1.8 SPECIAL NEEDS FOR UNIVERSAL ACCESSIBLE TOILET FOR PHYSICALLY CHALLENGED PERSONS (DIVYANG)

1.8.1 The provision of toilet for the handicapped in each Smart PTUs & Bus shelters.

Where sanitary provisions are to be made for wheelchair users, such provisions shall be in accordance with the requirements stipulated for Barrier-Free Accessibility for PTUs.

1.8.2 The wash basin in handicap toilets should be within reach from a seated position so that the handicapped can do his washing without shifting himself.

1.8.3 SPECIFICATIONS

Gentle Slope for ramps : 1:12 max

Landing : every 750mm of vertical rise

Width & Depth: Toilet clear inner size 1500mm to 1800mm.
Surface (ramp + landing) should be slip resistant.
A ramp should be accompanied by a flight of easygoing steps.

HANDRAILS

Handrails should be circular in section with a diameter of 40-50mm of Stainless Steel, at least 45 mm clear from the surface to which they are attached, at the height of 850-900mm from the floor, extend by at least 300mm beyond the head and foot of the flight and ramp, in the line of travel and firmly grouted in the ground.

TACTILE SURFACE

Ground surface of a different texture through tactile be provided for allowing/ guiding/warning for persons with vision impairment by a tactile signal. Line-type blocks indicate the correct path/route to follow. Dot type blocks indicate warning signal, to screen off obstacles, drops-offs or other hazards, to discourage movement in an incorrect directions and to warn of a corner or junction. Tactile should be placed 300 mm at the beginning and end of the ramps, stairs, and entrance to any door.

DOOR

Should provide a clear opening of 1100 mm, clear opening of at least 1050 mm with the door swing outwards

Be fitted with lever action locks and D- handles of circular section, between 850mm and 1100mm from floor level.

Also be fitted with vision panels at least between 900mm and 1500mm from floor level.

A distance of 450mm to 600mm should be provided beyond the leading edge of door to enable a wheelchair user to maneuver and to reach the handle. Be provided with a horizontal pull bar at least 600mm long on the inside and 140mm long on the outside at a height of 700mm,

WATER CLOSET (WC)

- An unobstructed space 900mm wide should be provided from the edge of the WC to the rear wall to facilitate side transfer, together with a clear space 1200mm in front of the WC
- Be located between 460mm to 480mm from the centerline of the WC to the adjacent wall.
- The top of the WC to be 475mm to 490 mm from the floor.
- Have a back support.
- Grab bars at the rear and the adjacent wall. On the transfer side-swing away/up type and on the wall side L-shape grab bars should be provided.

WASHBASIN

- Be of dimensions 520mm and 410mm, so mounted that the top edge is between 700mm-800mm from the floor have a knee space of at least 760mm wide by 200 mm

deep by 65mm-680mm high.

- Lever type handles for taps are recommended
- Mirror's bottom edge to be 1000 mm from the floor and mirror may be inclined to an angle.

1.9 Installation Standards

All pipe works should be concealed, except for final connections to the fixtures. Pipework exposed to view should be chrome-plated.

Avoid surface mounting of cables. They should be fully concealed.

Avoid sharp corners or edges. Coved tiles or PVC strips should be provided along these edges as far as possible.

Access panels to pipe ducts should be located as far as possible in inconspicuous areas.

Mirrors should be flush with the wall surface.

1.10 Ventilation System

Proper ventilation of a public toilet is one of the highest priorities. Ineffective ventilation can make a public toilet unbearable, even if it is well designed. Effective ventilation ensures that vitiated air is quickly extracted, and helps to avoid dampness and subsequent growth of mould on floors and walls.

The toilet air should be extracted to the outside by a mechanical ventilation system at a rate not less than 15 air charges per hour through exhaust fan.

1.11 Landscaping

The ambience of public toilets can be enhanced further by placing of wall pictures and illuminated by delicate lighting on them. The planters and aquarium shall also be provided inside the Toilet Block and aesthetic landscaping surrounding the toilet / near ingress / egress be developed.

Maintenance

2.1 Sequence of Cleaning

General cleaning should be carried out daily. It should follow a systematic sequence to avoid areas, which were previously cleaned from becoming wet and soiled again before the cleaning process is completed.

The general cleaning should be divided into spot and thorough cleaning. Spot cleaning refers to the process whereby only specific areas are cleaned, Thorough cleaning refers to the cleaning of the entire restroom and is usually carried out once a day.

The sequence of cleaning should follow this checklist:

- (a) Replace all expendable supplies
- (b) Pick up litter and sweep floor
- (c) Clean and sanitize commodes and urinals
- (d) Clean and sanitize basins

- (e) Clean mirrors and polish all bright work
- (f) Spot-clean walls, ledges, vents and partitions
- (g) Wet-mop floors
- (h) Inspect work and correct any errors

An inspection card should be used in the supervising and monitoring of the daily maintenance of the toilet. This card should be placed at the back of the entrance door to the toilet. A copy of the inspection card is shown herein annexed at Table-1.

2.2 Schedule Cleaning

Scheduled cleaning should be carried out periodically on a weekly, fortnightly or monthly basis (different surfaces, wares and fittings require different cleaning periods to maintain their cleanliness).

Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user. The periodic cleaning schedule shown Table-2 annexed herein should be adopted.

2.3 Timing and Frequency of Cleaning

The timing and frequency of cleaning should be determined by the crowd flow. Cleaning should be done more often during peak hours and less during off-peak hours.

2.4 Basic Equipment and Supplies

Different equipment for different joints and corners, as well as different disinfectants, should be used in the cleaning of different sanitary wares and fittings.

To carry out proper toilet maintenance, cleaners should have the equipment listed in Table-3 annexed herein.

2.5 Correct Use of Cleaning Agents

Cleaners of public toilets should be trained in the proper usage of specific cleaning agents and equipment for different types of materials and finishes in the toilets, e.g. tiles, mirrors, stainless steel. A recommended list of the appropriate type of cleaning agents for the different types of finish is shown in Table-4 annexed herein

2.6 Mechanical Ventilation System

Mechanical ventilation systems should be: -

- (a) Properly maintained to ensure maximum efficiency and optimal operating conditions.
- (b) Checked and serviced on a monthly basis. Cleaning of the systems should also be done weekly via wiping or dusting.

2.7 Training

Toilet cleaners / Toilet attendant should be properly trained and certified to perform

the task well. Supervisors should also be trained with the right knowledge and skills to effectively supervise the cleaners.

2.8 Performance-Based Contracts

Toilet operators who engage cleaning labour / staff for toilet cleaning should specify in their contract a performance-based outcome rather than headcount-based outcome. The performance-based contract should also stipulate a requirement for trained cleaners.

2.9 Maintaining safety of users, workers & staff during construction and O & M phase of entire concession period, shall be the responsibility of the concessionaire. The site shall have be protected with adequate safety measures, including but not limited to provisions of safety barricading & caution tapes, personal protective equipment like safety reflective jackets, helmets, etc to prevent any undesired accidents at work site.

3.0 User Education

Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean. And other social message help to commuters as well maintained hygienic conditions as well as comfort to all.

3.1 Persuading Users to do their Part

Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean.

In order to be effective in persuading people to do their part, a message has to be

- (a) attended to
- (b) assimilated
- (c) remembered (for future action)

3.2 SIGNAGES FOR Smart PTUs & Bus shelters:-

(a) Each Smart PTUs & Bus shelters displays a sign board "Maintained by (Name of Agency) for

RSCL" along with the RSCL logo and well lit at inconspicuous area. The e-mail address of concessionaire and Engineer-in-charge with telephones numbers for any suggestion and complaint by the user.

(b) LED signage of appropriate size at least in two number, shall be put on the Smart PTUs & Bus shelters as most visible locations for general public display " Free Public Conveniences" in

Hindi & English language.

(c) All the signage shall be preferably in Stainless Steel Plate for the following information :

Hand Dryers, Gents Toilet, Ladies Toilet, Toilet for Divyang, Dustbin, No Smoking
Water
area, ATM, 'RSCL area" .

(d) Social Messag 'kee the Toilet Clean', 'Save Water' 'Use Dustbin'

e p
'Don't Spit' 'Wash your Hand'
etc.

3.2 Message Design

The message shall be readable for people readily attend to visuals. This makes the use of visuals an important part of the design of the message. Generally, visuals should be

- (a) Simple and uncluttered
- (b) Attractive
- (c) Eye-catching

The language of public education has to be kept simple. This helps ensure that the message reaches all regardless of their educational level. It also ensures that the message is attended to, understood and remembered for future action.

- i. Jargon, big words and long sentences should be avoided.
- ii. Slogans can be very effective because they are short, catchy and easy to remember.

3.3 Message Placement

The usual means of message placement in public toilets are posters and stickers.

To maximize the effectiveness of the message, the right medium and manner of displacement should be selected.

The main purpose of user education is to address specific behavioural concerns such as littering, careless aiming or the flinging of water everywhere

Placed strategically at the spot where the problem behaviour occurs. For example: on the wall above the urinal – to encourage better aiming; At the wash basin area – to discourage flinging of water everywhere.

Posters can be used to convey generic messages such as “Help Keep This Toilet Clean and Nice”.

Table – 4

Public Toilet, Operation, Cleaning and Maintenance

Frequency for Periodic / Thorough Cleaning in Smart PTUs & Bus shelters:-

PERIODIC CLEANING SCHEDULE		
ITEM	ACTIVITY	FREQUENCY
FLOOR	Machine scrub to ensure removal of soil from grouting	Fortnightly
Walls	Hand scrub to ensure removal of soil from grouting	Monthly
Bins	Hand scrub to ensure removal of soil from grouting	Fortnightly
Wash Basins	Scrub with scrubbing pad to remove stubborn stains	Weekly
Bowls Urinals	Scrub with scrubbing pad to remove stubborn stains. Scrub beneath rim to ensure removal of yellow stains	Weekly
Soap Dispensers	Dismantle and check / clear chokes	Weekly
Exhaust Fans	Wipe clean to remove dust	Weekly

Table – 5

Frequency for Spot Cleaning of Smart PTUs & Bus shelters on daily basis.

Sr. No	Description of item/ maintenance task	Frequency for spot Cleaning
(i)	Cleaning of MS/ Stainless steel railing including balusters & Signages	Daily & as and when required.
(ii)	Cleaning of doors / windows	Daily
(iii)	Cleaning /Sweeping of pavement/ walkways / floors	Once in each shift & as and when required.
(iv)	Cleaning of litterbins etc.	Once in each shift & as and when required including disposal of litters etc. to the nearest RSCL dustbin/ compactors.
(v)	Cleaning & Sanitation of toilets/ WC/ Urinals etc.	Regular cleaning of toilets/ WC/ Urinals etc. in each shift and as and when required including dry and wet mopping to keep the floor clean and dry at all times.
(vi)	Cleaning of sanitary fixtures.	2 to 3 times in each shift & as and when required to keep fixture neat and clean.
(vii)	Removal/ disposal of waste of toilets, unchocking of WC, urinals etc.	Once in each shift & as and when required.
(viii)	Checking of all plumbing/ electrical connections / fitting/ fixtures in all the toilet.	Weekly basis or as and when required.
(ix)	Cleaning of surrounding of toilets.	Daily & as and when required.

Note:- Thorough cleaning once a day and spot cleaning for the remaining period as per the above frequency specified in Table 5

Table - 6

Public Toilet Operation, Cleaning and Maintenance

Equipment and supplies list for cleaners
1. Service tray or cart
2. Premixed glass cleaner (with spray bottle)
3. Premixed disinfectant cleaner (with spray bottle)
4. Disinfectant cleaner concentrate
5. Scouring power
6. Stainless Steel Cleaner (if necessary)
7. Toilet Bowl swab and container
8. Putty knife
9. Broom
10. Dust- Pan corner brush
11. Mop / Bucket / Wringer
12. Signages such as „Wet Floor“ and „closed for cleaning“
13. Duster (feather / lambs wool)
14. Clean cloth
15. Paper towels / toilet paper / soap
16. Gloves

Table – 7

CLEANING AGENTS FOR DIFFERENT FINISHES	
1. Wall / Floor (Ceramic, granite and marble tiles)	Use neutral based cleaners or disinfectants. Do not use acid based cleaner on marble
2. Glass / Mirror (Neutral cleaners can also be used)	Use ammonia – or neutral based cleaners
3. Sanitary Wares	Use disinfectant cleaners
4. Stainless Steel / Chrome	Use Stainless steel / chrome polish
5. Plastic / PVC	Use neutral based cleaners
6. Toilet Bowls	Use disinfectant or mild abrasive liquid cleaners

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

Table 8- Contract Data details

1	The Name of Work is	Construction and O & M of Smart PTUs and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model
	Location of the sites	7 locations in the city of Raipur as per plan
2	The Name of the Client is	Raipur Smart City Limited, Ground Floor, Outdoor Stadium, OppBudhaTalab, Raipur, Chhattisgarh.
3	Clients Authorised Representative	Managing Director, Raipur Smart City Limited
4A	Scope of work	As per Section 2 – Instruction to Bidders
4B	Conditions of Contract	GCC,SCC,Sections1,24 to 32,Annexures A to H, Table 1 to 8
5	Cost of Bid Document	Rs. 5,000/- (Rs. Five thousand only) in the form of DD in favour of Managing Director, Raipur Smart City Limited.
6	Bid Document	Bid document can be downloaded from the website https://www.smartcityraipur.org & https://eproc.cgstate.gov.in from 25-May-2017 at 15.00 hrs to 20-June-2017 at 15.00 hrs
7	Bid Security/Earnest money	Rs. 2,00,000/- in the form of DD in favour of Managing Director, Raipur Smart City Limited.
9	Address	Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, OppBudhaTalab, Raipur, Chhattisgarh. Tel.No. Helpdesk at toll free no 1800 419 9140 , Mobile no 9301953225 & 9301953299
10	Performance Security	Rs 10 lac in the form of DD in favor of Managing Director, Raipur Smart City Limited.
12	Submission date and Bid Validity period	Bidders have to submit their bid online or in physical format on or before 20-June-2017 at 16:00 hrs. after successful filling of forms within the specified date and time as set in the RFP. (Please refer Table 2 for more details). The bid shall be valid till 180 days from the last date of receipt of Bid Document.
13	Time Limit	Time Limit for the work will be 06 Months + 10 years operation & maintenance period.
15	Authority to grant Extension & Penalty	Managing Director, Raipur Smart City Limited

Format of Bank Guarantee for „Bid Security“

(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Concessionaire for

„Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model“ hereinafter called “Bids”.

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____(hereinafter called “the Bank”) are irrevocably and unconditionally bound to the RAIPUR SMART CITY LTD or its successor,

(hereinafter referred to as “ RSCL” in the sum of Rs. _____(in

Words)_____ which payment can truly be made to RSCL. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2016 THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bids at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP in RSCL“ s opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from RSCL in this regard; or
- (c) If the Bidders refuses to accept the minutes of pre bid meetings; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the RSCL fails or refuses to comply with the following requirements:
 - To submit the performance security as specified in the RFP document to RAIPUR SMART CITY LTD (RSCL)
 - Sign the Concession agreement as provided in the RFP Document.

We agree and undertake, absolutely, irrevocably and unconditionally to pay to the RSCL, as the case may be, the above amount without protest, delay or demur upon receipt of RSCL“ s first written demand, without the RSCL having to substantiate its demand, provided that in its demand the RSCL will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions in the RFP.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by RSCL at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the Bid Security shall remain in force until the date of signing of agreement by such Bidder

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Raipur and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF THE BANK _____
NAME AND DESIGNATION _____
SEAL OF THE BANK _____
NAME OF THE WITNESS _____
ADDRESS OF THE WITNESS _____

(Format of Technical Bid)

(The covering letter is to be submitted by the Bidding Company along with the other documents required)

Date :

Place

:

To

The MD, RSCL,
Ground floor,
Outdoor stadium,
BudhaTalab,
Raipur 492001

Dear Sir,

Sub:- “Construction of Smart PTUs & Bus shelters at 7 sites with Advertisement Rights in RMC area on PPP Model”.

Pursuant to the RFP document, issued by the RSCL, Raipur, I/we hereby submit my/our completed bid for the captioned subject. Please find enclosed one original and one copy of our Technical Bid and one original of Financial Bid in separate sealed envelopes in respect of the selection of Concessionaire for construction, operation and maintenance of Public Toilet Utilities & Bus shelters for this Group A of 6 toilets & 7 bus shelters in RMC area in response to and complying with the RFP Document issued by RSCL.

I/we hereby confirm the following:

- (a) I/we have examined in detail and have understood the terms and conditions stipulated, in the RFP Document issued by RSCL, and in any subsequent communication, and reply to any other queries concerning the project sent by RSCL. We agree and undertake to abide by all these terms and conditions.
- (b) The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of my/our knowledge, understanding and belief. I/we would be solely responsible for any errors or omissions in our bid. I/we certify that we meet and shall adhere to meet continued eligibility criteria under all circumstances and agree to our disqualification if found non-complying with the same.
- (c) 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.
- (d) That I/we have not been barred by the [Central/State Government, or any entity controlled by them], from participating in any project (BOT or otherwise), and that no bar subsists as on the date of Application.
- (e) That I/we, in the last three years, have neither failed to perform any contract, as

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model

evidenced by imposition of a penalty by an arbitral judicial authority or a judicial pronouncement or arbitration award against the bidder, nor have I/we been expelled from any project or contract nor has had any contract terminated for my/our breach.

- (f) I/we do not have any outstanding dues against RSCL/Raipur Municipal Corporation (RMC) (clarification required in case of disputed amount)
- (g) As required by the Terms and Conditions of the RFP document, I/we send herewith the Bank Guarantee as Bid Security for Rs. _____ (Rupees _____) only issued by (name of Indian Nationalized/Scheduled Bank and Branch) dated _____.

For and on behalf
of: Signature :

(Authorized Representative and
Signatory)* Name of the person :

Designation :

(* enclose authorization letter)

Enclosures : Bid & other information as per RFP requirements

(Format of Financial Bid)

FORMAT FOR LICENSE FEE

SUB: CONSTRUCTION OF SMART PTUs & BUS SHELTERS AT 7 SITES WITH ADVERTISEMENT RIGHTS IN RMC AREA ON PPP MODEL.

We agree to pay RSCL a L i c e n s e fee amounting to Rupees..... (in words also) per month For this Group A of 6 toilets & 7 bus shelters subject to minimum license fee of Rs 34000(Rupees Thirty four thousand only) per month(@ Rs 4000/month &Rs 1000/month for bus shelter) from COD issued by Independent Engineer or Six months from the signing of the agreement whichever is earlier. The license fee (payable) shall be increased by 5% (five percent) per year on the previous year license fee in subsequent years till end of the concession period.

The license fee is payable to RSCL on quarterly basis in advance in accordance with the provision of the RFP. COD means Commercial Operation Date for the Project issued by Independent Engineer after issuing the completion certificate for the project.

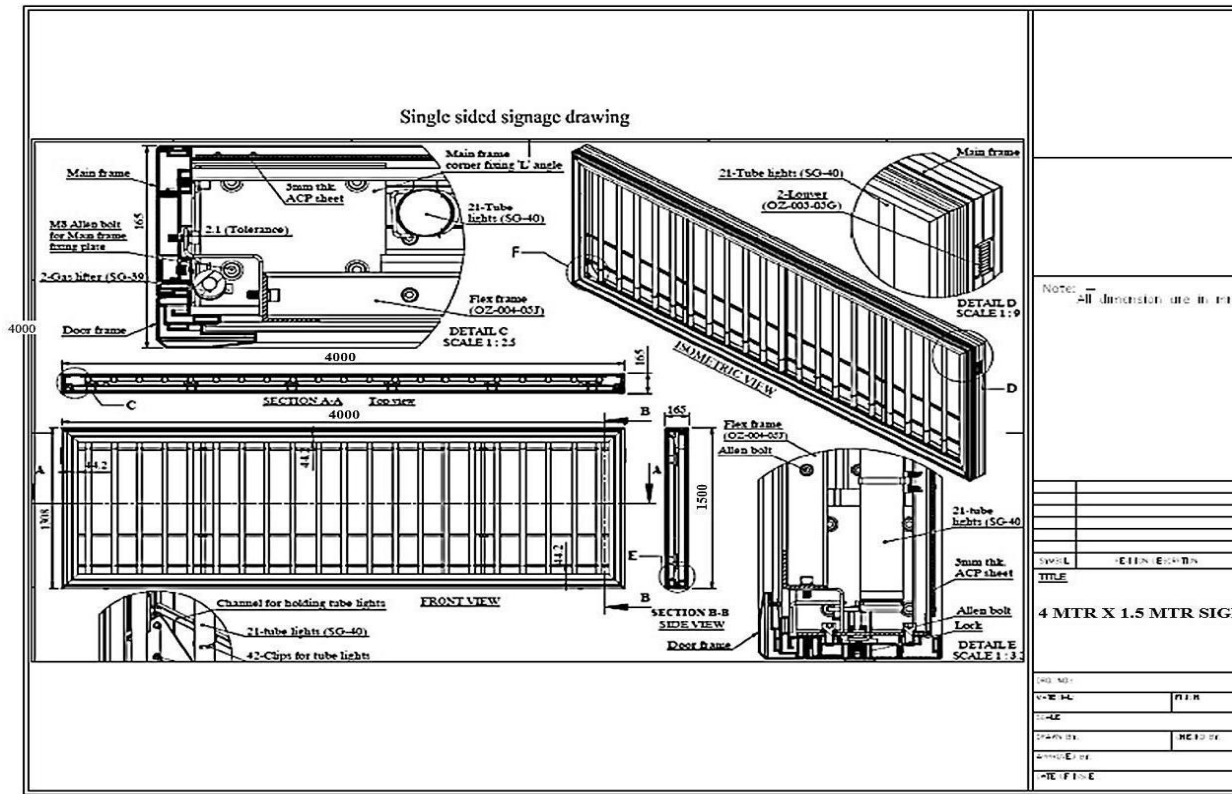
We agree to pay the license fee as applicable as prescribed in the RFP.

Authorized Signatory

(With Stamp of the concessionaire)

Annexure – H

Tentative Design for Backlit Advertising Panels / Digital Advertising Panel



SPECIMEN LETTER OF AUTHORITY FROM BANK

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites
with Advertisement Rights in Raipur city on PPP Model

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 _____ 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

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**

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

To

The Managing Director,
Raipur Smart City Limited,

Dear Sir,

We-----

----- do hereby confirm that Shri (Name,
designation and Address) is/are authorized to represent us to bid, negotiate and
conclude the agreement on our behalf with you against tender no. -----

---- and his specimen signature is appended here to. We confirm that we shall be
bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the Employer / RSCL shall
be deemed to have been done with us in respect of this Tender.

[Specimen signature]

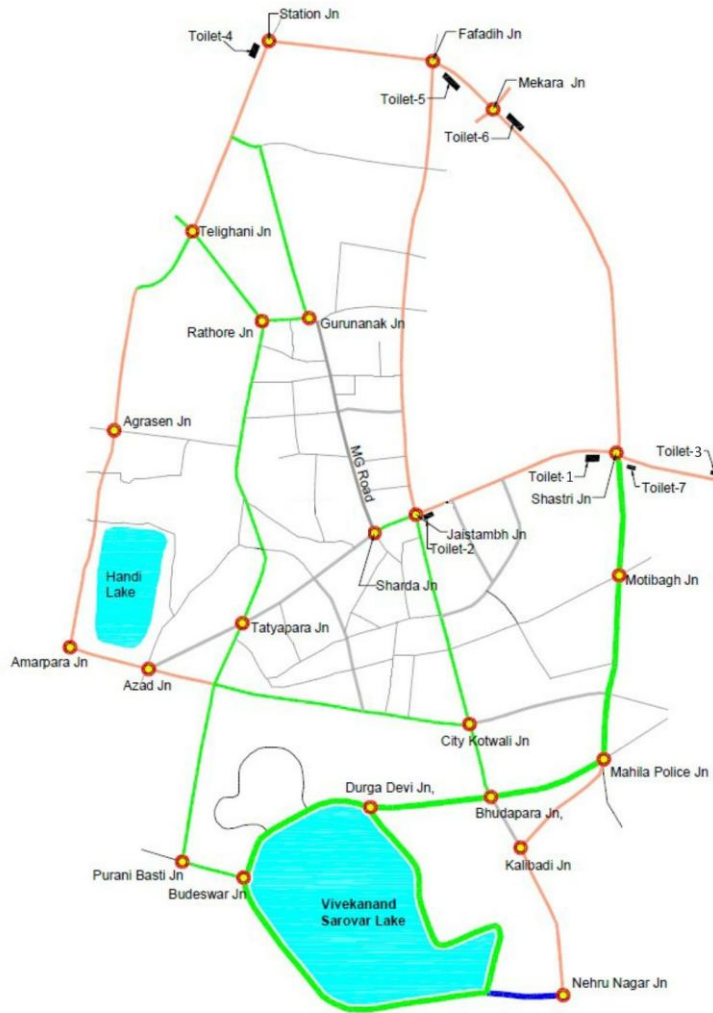
Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights in Raipur city on PPP Model



GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

3.0 Definitions

3.1.1 Terms which are defined in the Contact 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 3.44

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 or concessionaire is a person or corporate body who's Bid to carry out the Works has been accepted by Employer.

The Contractor's Bid is the completed Bidding documents submitted by the Contractor 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 Employer is the party who will employ the contractor to carry out the Works.

The Managing Director or 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 or 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 programme run

under the auspices of a University, State Technical Board, Ministry of Government of India.

3.2 Interpretation

3.2.1 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.

3.2.2 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).

3.2.3 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
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.

3.3 Language and Law

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

3.4 Managing Director or his nominee's Decisions

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

3.5 Delegation

The Managing Director or 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.

3.6 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).

3.7 Joint Venture

Companies/Contractors may jointly undertake contract. Each one would be jointly and severely responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders in their MOU.

- 3.7.1 Joint Venture Companies/Contractors may jointly undertake contract limiting to two entities.
- 3.7.2 Lead member of JV should have minimum 51% stake in Joint Venture & fulfill requirements specified in Annexure I.
- 3.7.3 Either of the entity in JV or both the entities jointly shall meet the technical and financial criteria.
- 3.7.4 Bidders with Indian origin may have Joint Venture with Entities from Foreign origin who meets requirements of Clause No. 6- Scope of the works. However, their documents for proof of eligibility should be translated in English language & endorsed from Embassy in India of their country / Indian Embassy in their country.
- 3.7.5 Each entity would be jointly and severely responsible for completing the task as per the contract, & Joint bidding agreement.

3.8 Subcontracting

3.8.1 Deleted

3.8.2 Other 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 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.

3.9 Personnel

- 3.9.1 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.

3.9.2. 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.

3.9.3 All the Key personnel's shall be preferably Indian Nationals.

3.10 Employer's and Contractor's Risks

3.10.1 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.

3.11 Employers Risks

3.11.1 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

(a) 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.

3.12 Contractor's risks

3.12.1 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.

3.13 Insurance

3.13.1 The Contractor shall provide in the joint names of the employer and the Concessionaire/Contractor, insurance cover from the Start Date to the end of the Concessionaire/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

3.13.2 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.

3.13.3. 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.

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

3.13.5. Both parties shall comply with all conditions of the insurance policies

3.14 Site Investigation Reports

3.14.1 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.

3.15. Queries about the Contract Data.

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

3.16. Contractor to Construct the Works.

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

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

3.17.1 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.

3.18. Approval by the Managing Director or his nominee.

3.18.1 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.

3.18.2. The Contractor shall be responsible for the Temporary Works.

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

3.18.4. 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.

3.19. Safety

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

3.20 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.

3.21 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.

3.22 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.

3.23. 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.

3.24. 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.

3.25. 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.

3.25.2 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.

3.25.3. 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 Yr 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/employer by the employer/contractor shall not be withheld, unless they are subject matter of the arbitration proceedings.

3.26 **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

3.27 Program

3.27.1 Within the time stated in the contact 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.

3.27.2. 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.

3.27.3. 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.

3.27.4 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. Arevised program is to show the effect of variations and compensation events.

3.28. Extension of the intended completion date.

The Managing Director or 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 or 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 or 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.

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

3.30. Delays Ordered by the Managing Director or his nominee.

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

3.31. Management Meeting.

3.31.1. 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

3.31.2. 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.

3.32. Early warning

3.32.1. 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.

3.32.2. 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.

3.32.3 The Defect Liability period for the contract shall be 10 years from the date issue of completion certificate.

C. QUALITY CONTROL

3.33. Identify Defects

3.33.1. 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.

3.34. 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.

3.35. Correction of Defects

3.35.1 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.

3.35.2. 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.

3.36. Uncorrected Defects

3.36.1 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

3.37. Scope of the work

3.37.1 Deleted

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 license fee towards advertisement rights on toilets & bus shelters.

3.38. Deleted

3.38.1.

3.39. Deleted

3.40. Deleted

3.41. Cash flow forecasts.

3.41.1. When the program is updated, the contractor is to provide the Managing Director or his nominee with an updated cash flow forecast.

3.42. Payment Certificates.

3.42.1 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.

3.42.2 The Managing Director or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount of work done by the Contractor after taking into account any credit or debit for the month in question in lieu of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data.

3.42.3 The value of work executed shall be determined by the Managing Director or his nominee.

3.42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed by the contractor.

3.42.5 Deleted

3.42.6. Deleted

3.43. Payments.

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

a. For initial six months, bill will be raised on completion of tasks defined in Scope of work. Payment through advertisement rights will be made only on 100% achievement of tasks.

Comment [21]: Plschk payment schedule

b. For O & M period of 120 months, bills will be raised on monthly basis. Payment through advertisement rights will be made only on 100% achievement of O & M parameters defined in Scope of Work.

Comment [22]: Plschk payment schedule

3.43.2. Deleted

3.44. Deleted

3.45. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the all taxes & duties including service tax, prevailing labourcess, etc 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.

3.46. Currencies

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

3.47 Deleted

3.47.3 SUBSEQUENT LEGISLATION

If, prior to the date of submission of tenders or after 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 new 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 or his nominee and shall be added to or deducted from the contract price and the Managing Director or his nominee shall notify the contractor accordingly with a copy to the employer.

3.48. Retention

3.48.1. Deleted

3.49. Liquidated damages

3.49. A. 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 Rs 500/toilet or bus shelter 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 500 for each week or part of the week subject to the ceiling defined in sub-clause 3.49.A.

- (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 3.49 A (ii) or 3.49 A (in) 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 RSCLOperates 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.

3.50 **Incentives or Bonus**—On early completion of construction work before defined date, @ Rs 500/week/toilet or bus shelter, adjustable in the amount of 1st instalment of license fee by the contractor/concessionaire.

3.51. Advance payment Deleted

3.52. Performance Securities

3.52.1 Security deposit shall consist of one part:

- a) Performance security to be submitted at the time of award of the work.

3.52.2 Performance Guarantee should be Rs 10 lac and it should be submitted as Bank Guarantee, or demand draft within 15 days of receipt of letter of acceptance. Retention Money will be refunded within 14 days from the date of completion of defect liability/concession period.

3.53 NIL

3.54. Cost of Repairs

3.54.1 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

3.55. Completion

After completion of the construction work, the contractor will serve a written notice to the Managing Director or his Nominee/Employer to this effect. The Managing Director or 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 or 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".

3.56. 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 after concession period.

3.57. Final Account

57.1 The Managing Director or his nominee shall issue a defects liability certificate after concession period.

3.58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the date of completion of construction period.

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 through advertisement rights.

3.59. Termination

3.59.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.

3.59.2 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) Deleted
- (e) The Managing Director or his nominee gives Notice for 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 at site which is required.
- (g) 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.
- (h) If the contractor has contravened clause 7 and clause 9 of condition of contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

3.59.3 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. 59.2 above, the Managing Director or his nominee shall decide whether the breach is fundamental or not.

3.59.4 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.

3.59.5 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.

3.60 Payment upon Termination.

3.60.1. 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.

3.60.2. 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.

3.61. Property

3.61.1 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.

3.62. Release from Performance.

3.62.1 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.

SPECIAL CONDITIONS OF CONTRACT

5.1 DELETED

5.2 TAXES & DUTIES

The rates shall be inclusive of all taxes duties payable by them including Service Tax. Income tax ,GST 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.

5.1.1 VALUE ADDED TAX

Contractor is liable to pay VAT as per rules framed under Chhattisgarh VAT Act and amended from time to time shall be applicable and contractor shall have to follow the same. In case of change in rates of Chhattisgarh VAT, applicable rate shall be implemented. No labour charges or other charges can be deducted from the contract bills and TDS is to be deducted on the gross contract bill amount.

5.1.2 SERVICE TAX LIABILITY

Responsibility of payment of service tax lies with the contractor and RSCL shall not reimburse the same.

5.1.2.1 Service provider is liable to pay service tax and service receiver is not under any obligation to collect documentary evidence from the service provider regarding payment of service tax. Service provider shall be held liable for any monetary or non-monetary consequences on account of non-remittance of service tax to central government..

5.2 SERVICE TAX REGISTRATION

The 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.

5.3 PAN & VAT REGISTRATION

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

5.4 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”.

5.5 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.

5.6 NOTICE OF ADDRESS

The Contractor shall notify in writing to the Managing Director an address at Raipur 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.

5.7 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

5.8 **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.

5.8.1 After award of contract, the agency shall provide a list of staff along with police verification deputed by the agency at designated sites in Raipur to the MD, 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

Age with date of birth

Permanent Address (with authenticated proof)

Local Address (with authenticated)

5.8.2 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.

5.8.3 The Competent Authority reserves the right to direct Agency to remove / replace any staff for unsatisfactory performance and to provide substitute.

5.8.4 In case of loss or damage to biodiversity of any of the site / 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 MD, RSCL in this regard shall be binding & final.

5.8.5 25% of personnel deployed for this contract are to be rotated after three month to avoid claim of permanency.

5.8.6 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 deployed.

5.8.7 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.

5.8.8 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.

5.8.9 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.

5.8.10 The contract shall be for a period of total **10.5 years** from the date of its commencement. The contract is having provision of O & M for **120 months** after first 6 months of construction on the basis of performance of the agency on the same terms and conditions.

5.8.11 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.

5.8.12 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.

5.8.13 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.

5.8.14 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.

5.8.15 COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub contractor 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 CONTRACTWORKS.

- (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 labor.
- (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.
- (i) 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.

- (j) 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 interstate 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.

5.9 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.

5.10 GENERAL CONDITIONS

- 5.10.1 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
- 5.10.2 For the purpose of measurement the method prescribed in the IS unless stated otherwise in this contract. In the case of any ambiguity the decision of Managing Director shall be final
- 5.10.3 All the rules and regulations governing the RSCL shall be applicable.
- 5.10.4 All the labour acts rules and regulations in-force from time to time is to be followed by the contractor.
- 5.10.5 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.
- 5.11 Force Majoure- This will be restricted to natural calamities and acts of God only.

5.12 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.

5.13 SPECIAL CONDITIONS FOR ENVIRONMENTAL PROTECTION

- The contractor 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 contractor 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 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 r equipments shall be used of noise less.

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

5.15 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.

5.16 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.

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

5.18 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.

5.19 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.

5.20 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.

5.21 Language of instructions or communication or documentation to be used for working out the tender shall be English only.

Comment [23]: Added

Contractor

**Managing Director
Raipur Smart City Limited**

RFP for Construction of Smart Public toilet units (PTUs) and Bus shelters at 7 sites with Advertisement Rights
in Raipur city on PPP Model
