

**Request for Proposal  
for  
Operation and Management of “Canal Road Jan Suvidha Kendra” at  
Raipur on O&M Contract**

**RFP Number: 326 /RSCL/2017-18,**

**Date: 12-10-2017**

**Last Date of Submission: 03-11-2017**

**Issued by:  
RAIPUR SMART CITY LTD.,  
CHHATRAPATI SHIVAJI MAHARAJ OUTDOOR STADIUM  
NEAR VIVEKANAND SAROVAR,  
RAIPUR (C.G.), 492001**

**OFFICE OF THE RAIPUR SMART CITY LIMITED**

**e-Procurement Tender Notice**

Main Portal: <http://eproc.cgstate.gov.in>

**NIT NO: 326 /RSCL/2017-18,**

**RAIPUR DATED: 12/10/2017**

Online bids are invited for the following of works on Lump sum offer basis up to **03/11/2017 at 17:30 hours.**

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount (estimated)	EMD Amount	Time Period
1		<b>Request for Proposal for Operation and Management of Canal Road “Jan Suvidha Kendra” on O&amp;M Contract at Raipur (C.G)</b>	Rs. 50 Lakh	Rs. 50,000	Initial period of 3.0 years and may be extended to another two terms of 3.0 years each.

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> and website of Raipur Smart City Limited <https://www.smartcityraipur.org> from 12/10/2017 17:30 Hours (IST) onwards up to 02/11/2017 up to 17:30 Hrs.

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

**NOTE: -**

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

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

**OFFICE OF THE RAIPUR SMART CITY LIMITED**

**Notice Inviting Tender**

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

Sr No	System Tender No.	Name of Work	Tender amount (estimated)	Earnest Money Deposit	Eligible class of contractor/firm	Time Period	Tender Fees + Processing Fees
1		<b>Request for Proposal for Operation and Management of Canal Road “Jan Suvidha Kendra” on O&amp;M Contract at Raipur (C.G)</b>	Rs. 50 Lakh	Rs. 50,000	Open to All Eligible Bidders	Initial period of 3.0 years and may be extended to another two terms of 3.0 years each.	Rs. 5,000 + Rs. 311 (APF) non Refundable To be Online Only

1. In order to participate in the tenders floated using the e-Procurement System, all Operator s/bidders are required to get enrolled on the e-Procurement portal.
2. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered Operator s may obtain information required to issuance of Digital Certificate from **e-Procurement System Help Desk, Toll Free No. 1800 419 9140** or through Email ID [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in)
3. For submitting the bids online, the Operator s/bidders are required to make online payment (**for E-Proc processing Fee and Tender Fee/Cost of RFP document**) using the electronic payments gateway service. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
4. Tender Download, Submit Bid online, EMD and other Documents and other activities will be governed by the time schedules given under “**Date-Time Detail(s)**”.
5. Tender Fee/Cost of RFP document is to be submitted online only
6. Submission of documents as per Envelope A & B as given in the RFP and FDR/Demand Draft in favour of MD, Raipur Smart City Limited, Raipur payable at Raipur (C.G.), Where applicable, will be accepted by Speed Post or Registry. All these will be submitted at the Office of the Raipur Smart City Limited up to dated 06/11/2017 up to 11.00 hrs.
7. Financial Bid is to be submitted online only. If financial bid is found in hard copy, Bidder’s bid shall be deemed to be rejected.
8. Conditions related to e-Procurement are furnished in Annexure O of tender document and will overrule other conditions wherever applicable/relevant.
9. The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials online as required in the tender in the online templates in relevant envelopes.
10. The Bidders may refer Help Manual available online to perform their online activities.
11. If there is any amendment in the tender it will be published online only.
12. It is essentially to submit Affidavit worth Rs. 100/- and EMD physical and copy of tender fee online payment by speed post or Registered post only.

**MD  
RAIPUR SMART CITY LIMITED,  
RAIPUR (C.G.)**

**KEY DATES**

S No.	RSCL Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date		12-10-2017	17:30
2	Date of Pre-bid Meeting		26-10-2017	12:00
3	Bid Due Date	Online submission of Bid	03-11-2017	17:30
4		Physical Doc Submission End Date	06-11-2017	11:00
5	Technical Bid Opening Date Online (Scheduled)		06-11-2017	11:30
6	Date of Opening of Financial Proposal	Time & Date will be announced only after evaluation of Technical Bid.		

## Annexure O

### **Guidelines for bidders on using Integrated e-Procurement System Govt. of Chhattisgarh. <https://eproc.cgstate.gov.in>**

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

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

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

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

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

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

#### **2. Digital Certificates:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For any further queries / assistance, bidders may contact:

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

## **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 the Authority 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 **Raipur Smart City Ltd.** (the “**Authority**”) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the “**Bid**” or “**Proposal**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. 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 the Authority, 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority and its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 this Bid Stage.

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

The Authority 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 imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Project and the Authority 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 the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## 1 REQUEST FOR PROPOSAL

Canal road has been planned as a major traffic corridor in the city that is likely to ease the traffic congestion in Raipur city. It is also a major route for bus transit operations in the city. There are 4 different bus stops that have been planned along the corridor on either side of the road.

RSCL is planning to develop good quality facilities for the Commuters on the corridor along with the Bus stops. Facilities being proposed include Public Toilets, Provisional stores (for working women, commuters and nearby residents), and quick refreshments for commuters, information kiosks, ticketing counters and exhibition and sale of handicrafts/artefacts etc.

These cluster of facilities will be called “Canal road Jan Suvidha Kendra”. RSCL is desirous of appointing a competent entity that will operate and maintain “Canal road Jan Suvidha Kendra” at good quality standards for next three years.

Sealed tenders are invited for Operation and Management of “Canal road Jan Suvidha Kendra” at Raipur on O&M contract (the Project). The summary of premises **are as follows**:

#	Location	Builtup area of Commercial space (sq.ft.)	Builup area of Waiting Lobby (sq.ft.)	Builtup Area of Toilets (sq.ft.)	Approx. Total builtup area of Jansuvidha kendra <sup>1</sup>
1.	Near Lalpur	590.0	479.92	240.0	1310.0
2.	Near Anandnagar	230.0	479.92	240.0	950.0
3.	Near Bathiyan Chowk	359.0	-	-	359.0

**Note: The Jansuvidha Kendra consists of commercial space, waiting lobby, toilets, and bus shelter. The Project Area is tentative and can vary at the time of actual measurement; bidder has to verify the area and existing infrastructure prior to submission of its Bid.**

#	Location	Toilets	Bus shelters
1	Near Lalpur	4	2
2	Near Anandnagar	2	1
3	Near Bathiyan Chowk	-	1

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<sup>1</sup> The approx. total built up area excludes the area of Bus shelter.

**2 DATA SHEET**

1.	<b>Name of the project</b>	RFP for Operation and Management of “Canal Road Jan Suvidha Kendra” at Raipur on O&M contract
2.	<b>Tender issued by</b>	Raipur Smart City Ltd. (RSCL)
3.	<b>Mode of Tender</b>	Online; through E-Procurement portal
4.	<b>Contract Period</b>	Initial period of 3.0 years and may be extended to another two terms of 3.0 years each.
5.	<b>Cost of RFP Documents</b>	INR. Rs. 5,000/- (Rs Five Thousand Only) non-refundable, payable <b>ONLINE</b>
6.	<b>Earnest Money Deposit</b>	INR. 50,000 (In Words INR Fifty thousand only) in favour of MD, Raipur Smart City Limited, payable at Raipur in the form of Demand Draft / FDR drawn on Nationalised/ Scheduled Bank <b>or</b> Online mode as per e-proc guidelines
7.	<b>Last Date of receiving Pre-bid queries</b>	23-10-2017.  In the event that any Bidder requires any clarification on the RFP (within the timeline prescribed in this RFP), such Bidder are expected to send their queries to RSCL in writing by post, email or courier to the following addresses in order to enable RSCL to have adequate notice of the said queries so that the same may be replied before due date & time:  Contact for questions about RFP submission procedures, Technical Specifications and Terms and Conditions at  Managing Director RAIPUR SMART CITY LIMITED Ground Floor, Outdoor Stadium Campus, In front of Buddha Talab, Raipur (C.G.) 492001 coo.rscl@smartcityraipur.org; coo.rscl@gmail.com
8.	<b>Date of Pre-bid meeting.</b>	26-10-2017 at 12:00 PM at RSCL office
9.	<b>Last date and time of Submission of bid online</b>	Up to 5:30 P.M. on or before 03-11-2017
10.	<b>Last date and time of Submission of hard copy documents</b>	Up to 3:00 P.M. on or before 06-11-2017
11.	<b>Opening of Technical Bid.</b>	06-11-2017
12.	<b>Opening of Financial</b>	Time & Date will be announced only after evaluation of

**Request For Proposal** - Operation and Management of Canal Road “Jan Suvidha Kendra” at Raipur on O&M Contract

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	<b>Bid</b>	Technical Bid.
13.	<b>Place of obtaining RFP Documents</b>	eProcurement portal <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>
14.	<b>Important Correspondence details</b>	Managing Director, Raipur Smart City Ltd., Chhatrapati Shivaji Maharaj Outdoor Stadium, Near Vivekanand Sarovar, Pin Code- 492 001, Raipur (C.G.) Phone: +91 8826441510  <a href="mailto:ceo.rscl@smartcityraipur.org">ceo.rscl@smartcityraipur.org</a> ; <a href="mailto:coo.rscl@smartcityraipur.org">coo.rscl@smartcityraipur.org</a>

**REQUEST FOR PROPOSAL  
RAIPUR SMART CITY LTD.**

As per Minimum Eligibility Criteria given in Schedule “A”, Part – “B”

1. The important dates are given below –

Last Date of receipt of tenders online	Up to 5:30 P.M. on or before 03-11-2017
Last Date of receipt of physical documents	Up to 3:00 P.M. on or before 06-11-2017
Date of opening of Technical Bid only i.e. Envelop A	06-11-2017
Date of opening of Financial envelope i.e. Envelope B	Will be intimated

2. **Invitation of Tender and Direction**

RSCL invites Tender for **Operation and Management of “Canal Road Jan Suvidha Kendra” at Raipur on O&M contract.**

3. The scope of work will broadly include operation and management of the Canal road Jan Suvidha Kendra, toilets, waiting lobby and bus shelter. The Obligations of the Successful Bidder are provided in “Schedule-A Part-D”.

4. **Cost of Tender document is as per “Schedule-A, Part-F.**

5. **Earnest Money Deposit (EMD)**

i. The tender should necessarily be accompanied by Earnest Money Deposit for an amount as mentioned in “**Schedule-A, Part-E**” by way of a in the form of Demand Draft / FDR in favour of “**MD, Raipur Smart City Ltd.**”, payable at Raipur by any Nationalized / Scheduled bank payable at Raipur. Or, EMD may be paid online as per E-Procurement guidelines.

ii. Tender without Cost of RFP document and EMD shall be summarily rejected.

iii. If the Tender is not accepted the amount of EMD shall be refunded but no interest on it shall be payable.

iv. EMD of the unsuccessful Bidder shall be returned within a period of **one month (1) months** from the date of the allotment letter by the Successful Bidder. The Bid Security of successful Service Provider shall be discharged only after the Service Provider furnishes the performance guarantee as required. The Service Provider’s Bid Security shall not be adjusted against the Performance Guarantee.

v. EMD shall be forfeited in the following cases:

a. If any information or document furnished by the Bidder turns out to be non-responsive, misleading or untrue in any material respect as per the terms and condition of RFP; and

b. If the successful Bidder fails to deposit the due amount of the Annual fee within the stipulated time or any extension thereof granted by RSCL.

c. If the Tenderer fails to furnish the performance security within specified time limit as per the RFP and O&M contract.

d. If the successful tender fails to execute and register the O&M contract within the stipulated time or extension thereof, if any granted by RSCL.

6. **Validity of Tender**

Tender shall remain valid as per the “**Schedule A-Part E**” from the TENDER Due date and in the event of the Bidder withdrawing the TENDER in the validity period, for

any reason whatsoever; earnest money deposited with the TENDER shall be forfeited and appropriated by the RSCL.

**7. Pre-Bid meeting and clarification on RFP**

In the event that any Bidder requires any clarification on the RFP (within the timeline prescribed in this RFP), such Bidder are expected to send their queries to RSCL in writing by post, email or courier to the following addresses in order to enable RSCL to have adequate notice of the said queries so that the same may be replied before due date & time:

Contact for questions about RFP submission procedures, Technical Specifications and Terms and Conditions at :

**Managing Director**  
**RAIPUR SMART CITY LIMITED**  
**Ground Floor, Outdoor Stadium Campus, In front of Buddha Talab, Raipur (C.G.)**  
**492001**  
[ceo.rscl@smartcityraipur.org](mailto:ceo.rscl@smartcityraipur.org); [coo.rscl@smartcityraipur.org](mailto:coo.rscl@smartcityraipur.org);  
[coo.rscl@gmail.com](mailto:coo.rscl@gmail.com)

**8. Payment of Annual fee & Schedule-**

- i. After approval of the tender with or without negotiation, as the case may be, a Letter of Award (LOA) shall be issued to the Successful Bidder.
- ii. The Successful Bidder shall deposit amount as per “Schedule-A, Part-B (Section C - Payment Condition)” within 15 (Fifteen Days) days of issue of the Letter of Award (LOA), failing which the LOA shall be annulled and the earnest money shall be forfeited and appropriated by RSCL.
- iii. The O&M Operator shall also submit performance security by way of Demand Draft or Bank Guarantee **as per Schedule-A, “Part-B (Section D “Performance Security”)**, at the time of the signing of O&M contract.
- iv. The successful bidder shall execute and sign the O&M contract within 15 (Fifteen days) days from the issue of the LOA at its own cost, bearing all the expenses on stamp and stamp duty after payment of Yearly fee, and any other charge which is applicable at the time of the signing of O&M contract. In the event the successful Bidder fails to deposit the amount or fails to sign the contract within the stipulated period, RSCL shall have right to forfeit the EMD and cancel the allotment.
- v. In the event the successful Bidder fails to deposit the amount or fails to sign the O&M contract within the stipulated period, RSCL shall have right to forfeit the EMD and cancel the award of project.
- vi. The possession of project shall be handed over to the O&M Operator within 15 days of the signing of the O&M contract.
- vii. The payment schedule of the Yearly Fee shall be as per “Schedule-A , Part-B” ( Section C “Payment Condition”)
- viii. **Tender Submission Format:** The tenders are to be submitted **ONLINE** in the prescribed form as per this RFP, Schedule-A. The Tender shall be submitted in two Envelopes "A and B". The Bidder is required to provide all the information/document as per prescribed Tender format. RSCL shall consider only those Tenders that are received within the specified time and in the prescribed format and are complete in all respects.
- ix. The ONLINE Tender Document shall comprise of the following:
  - **Envelop “A” (Technical Proposal) & Envelop “B” (Financial Proposal)**



- **Envelope “A” (Technical Proposal)** - It will contain
  - a. Scanned copy of EMD (in DD or FDR) in case of Physical submission
  - b. Power of Attorney set out in **APPENDIX-I**
  - c. Documents in support of eligibility criteria as per “**Schedule-A Part-B**”
  - d. Scanned copy of the Technical Bid and necessary attachments/annexures as per RFP
  - e. Scanned copy of Original RFP document/MoM/any other correspondence, certificates and samples duly signed by authorized signatory
  - f. Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Annex-J
  - g. Undertaking for making Cashless payments as per Annex-K.

To substantiate cashless payment to the employees, the bidder should provide an affidavit on Rs 100 Non-judicial stamp paper, duly notarized at the time of submission of Bid for making Cashless payment to his employees. The affidavit format is provided in Annex-K.

Successful bidder shall again submit an affidavit on Rs 100 Non-judicial stamp paper, duly notarized at the time of signing of Contract for making Cashless payment to his employees. The affidavit format is provided in Annex-K.

The affidavit is in accordance with Point-6 of minutes of meeting (held on 29/11/2016) issued by Ministry of Housing and Environment, Government of Chhattisgarh.
  - h. Pre-Contract Integrity Pact duly signed by Bidder as per Annex- L of the RFP
  - i. The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Signatory of the Bidder as per the terms of this RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- The HARD COPY SUBMISSION shall comprise of the following:
  - a) Proof of online payment of E-proc processing fee
  - b) Proof of online payment of Cost of RFP document
  - c) The original of the EMD (in DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of physical submission.
  - d) The scanned copy of the EMD (of DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of online payment of EMD.
  - e) Power of Attorney for signing the proposal as per Appendix-I

- f) Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Annex-J
  - g) Undertaking for making Cashless payments as per Annex-K
  - h) Pre-Contract Integrity Pact duly signed by Bidder as per Annex- L of the RFP
  - i) All other necessary documents/annexures as per this RFP
- **Envelope “B” (Financial Proposal) - It will contain ONLINE Financial Proposal. The Financial Bids shall be uploaded online only strictly in the prescribed format as given in APPENDIX – III. Bidders shall not submit hard copy of the Financial Bids. If Financial proposal is found elsewhere other than in E-Proc portal, the complete bid of that Bidder will be rejected.**

**9. Sealing and Marking of Proposal**

- i. The TENDER shall be typed or written in indelible ink and each page shall be initialled by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the TENDER shall also be initialled by the person(s) signing the TENDER.
- ii. Each of the envelopes, both outer and inner, must be super scribed with the following information:
  - Name & address of Bidder
  - Contact person name & phone number
  - Tender Name, RFP number & its Due Date
- iii. All envelopes shall be addressed to:
  - Managing Director,
  - Raipur Smart City Ltd.,
  - Chhatrapati Shivaji Maharaj Outdoor Stadium,
  - Near Vivekanand Sarovar,
  - Pin Code- 492 001, Raipur (C.G.)
  - Phone: +91 8826441510
  - E-mail: - [ceo.rscl@smartcityraipur.org](mailto:ceo.rscl@smartcityraipur.org)

**10. Selection of Successful Bidder:**

- i. The Authority shall open the Proposals as per schedule, at RSCL office and in the presence of the Applicants who choose to attend. The **Envelope A - “Technical Proposal”** shall be opened first. **The envelope B - “Financial Proposal”** shall be kept sealed for opening at a later date.
- ii. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP.
- iii. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- iv. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection criteria set out in Schedule A, Part B.
- v. After the technical evaluation, the Authority shall shortlist qualified Applicants in terms of **Schedule A, Part B** who are eligible for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing

the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Technical Selection Process.

**11. SELECTION OF BIDDER**

- i. Subject to the provisions of Clause 11, the Bidder whose Bid is adjudged as responsive in terms of RFP condition and **Schedule A, Part B** and who quotes the **Highest Annual fee**, as per Appendix III offered to the Authority shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- ii. In the event that two or more Bidders quote the same amount of Annual fee (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- iii. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- iv. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- v. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- vi. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Contract to execute the O&M contract within the period prescribed in Clause 8. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the O&M contract.

**12. Dates of opening of tender:**

The important Tender dates shall be as per “**Schedule-A, Part G**”

**13. Rights of the Managing Director**

The Tenders that are found responsive in Terms of the Tender document shall only be considered. The Managing Director, RSCL reserves the right to call for clarification or additional document as deemed fit.

**14. Conflict of Interest and Disqualification**

A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Tender Process, if:

- i. “the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or”
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have

access to each other’s information about, or to influence the Tender of either or each of the other Bidders; or

- vi. Such Bidder or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the LOA or (ii) execution of the O&M contract. In the event any such adviser is engaged by the Successful Bidder or O&M Operator, as the case may be, after issue of the LOA or execution of the O&M contract, then notwithstanding anything to the contrary contained herein or in the NOA or the O&M contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the O&M contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or O&M Operator for the same.

**15. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Tender Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

**16. Cancellation of Tender**

RSCL reserves the right to reject any or all Tender without assigning any reasons what so ever. RSCL may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website <http://www.smartcityraipur.org/tender/> and which shall not be published in newspaper/s.

- i. **For the stage before issue of LOA (Letter of Approval)** -The cancellation shall be governed by **Para 6.0** of the Tender.
- ii. **For the stage after issue of LOA** - The cancellation shall be governed by **Para 8.0** of the Tender
- iii. **For the stage after payment of Annual fee and before signing the O&M contract:** If the Bidder fails to register the O&M contract within one month from issue of LOA or within the extended period thereon by authority, The authority has right to cancel the allotment and forfeit the paid Annual fee and EMD submitted by the selected bidder.
- iv. **For the stage after signing of O&M contract** - The cancellation shall be governed as per O&M contract.

**17. Mortgage & Sub license of Project**

- i. The O&M Operator shall not be entitled to mortgage or sub license or outsource the project or any part of it to any other party in any manner.

**18. General Terms and Conditions**

- i. The terms and conditions based on which the Bidder is selected for allotment of project shall be an integral part of the O&M contract.
- ii. The O&M Operator shall be responsible for obtaining at his cost all the statutory approvals/ permits/ License/ permission as required for the operation, maintenance and management of the project at his own cost as required under the applicable laws.
- iii. O&M Operator shall during the period of contract, pay all rates taxes and all other charges due and becoming due in respect of the project thereupon.
- iv. The operation, maintenance and management of the project will be governed by the terms and condition of O&M contract

**19. O&M Period and Annual fee**

- i. Project shall be transferred on contract basis for an initial period of 3.0 years and may be extended to another two terms of 3.0 years each. After completion of the contract period or termination of agreement as per the terms and condition of O&M contract, whichever is earlier, the possession of property shall be automatically comes in hand of Authority.
- ii. The O&M Operator shall be liable for penalty and other legal measures by Authority as per the terms and condition of O&M contract in the event of delay or any other breach in transfer of the property by O&M Operator to the authority as per the clause 9 (i) above.
- iii. The O&M Operator shall pay the Annual fee in advance to authority for a year by way of a Demand draft / RTGS/ Pay order in favour of the RSCL from a nationalized / scheduled bank having a branch at Raipur.
- iv. The Annual fee will be increased by 5% in every 3.0 year from the Last paid Annual fees, wherever applicable.

**20. Schedule A**

- **Part-A** – “Project Details”;
- **Part-B** - “Minimum Eligibility Criteria” & “Payment Conditions “;
- **Part-C**- “Operation and Management Obligation”;
- **Part-D** - “Earnest Money Deposit“ (EMD), “Validity of Tender“;
- **Part-E**- “Cost of Document” ,
- **Part-F**- “Dates of Tender”

**Managing Director**  
**Raipur Smart City Ltd.**  
**Raipur (C.G.)**

**SCHEDULE – “A”**



### 3 SCHEDULE A

#### 3.1 SCHEDULE-A, PART-A: PROJECT DETAILS

##### i. Details of the Project

#	Location	Builtup area of Commercial space (sq.ft.)	Builup area of Waiting Lobby (sq.ft.)	Builtup Area of Toilets (sq.ft.)	Approx. Total builtup area of Jansuvidha kendra <sup>2</sup>
4.	Near Lalpur	590.0	479.92	240.0	1310.0
5.	Near Anandnagar	230.0	479.92	240.0	950.0
6.	Near Bathiyan Chowk	359.0	-	-	359.0

**Note: The Jansuvidha Kendra consists of commercial space, waiting lobby, toilets, and bus shelter. The Project Area is tentative and can vary at the time of actual measurement; bidder has to verify the area and existing infrastructure prior to submission of its Bid.**

#	Location	Toilets	Bus shelters
7.	Near Lalpur	4	2
8.	Near Anandnagar	2	1
9.	Near Bathiyan Chowk	-	1

##### ii. Details of the Project

- I. Operation, maintenance and management of the Canal Road Jan Suvidha Kendra in all manners for license period initially for of 3.0 years, which may be extended to another two terms of 3.0 years each at Authority’s sole discretion.
- II. All the required approval related to project delivery need to be secured by the O & M operator in accordance to the prevailing norms of Town & Country Planning Directorate, RSCL, Chhattisgarh Environment Conservation and any other authorities, bodies, regulators, as may be applicable.

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<sup>2</sup> The approx. total built up area excludes the area of Bus shelter.

**3.2 SCHEDULE-A, PART-B - MINIMUM ELIGIBILITY CRITERIA & PAYMENT CONDITIONS**

- i. The Applicant should be a single entity. The term Applicant used herein would apply to only a single entity.
- ii. An Applicant may be a company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act. Or (V) a partnership firm registered under Indian partnership act.
- iii. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process as per the Clause 14 of this RFP document.

**To be eligible for selection, an Applicant shall fulfil the following condition of eligibility:**

**A. Technical Qualification Criteria**

For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have Minimum average Annual Turnover of INR 20.0 lakh (Rupees twenty- lakh only) in completed/ongoing Eligible Projects for past three years preceding the Bid Due Date.

(a certificate from Chartered Accountant in support of this should be furnished)

**(Eligible Projects for purpose of evaluation:** Business of catering, retail, hotels, restaurants, cafés, takeaways, mobile food stands, canteens.)

**B. Financial Capacity**

The Bidder shall have minimum Net Worth (the “Financial Capacity”) of INR 20.0 lakhs (Rupees Twenty Lakh) as per the financial statement at the close of the preceding Financial Year i.e. 2016-17 (a certificate from Chartered Accountant in support of this should be furnished)

**C. Required Documents**

Following mandatory documents are required to be submitted in support of the Minimum Eligibility criteria.

- i. **(Form-I)** In case of tender by a **company** the following documents are required to be submitted:
  - a) Board resolution, authorizing the applicant to sign on behalf of the company.
  - b) Notarized Copy of Certificate of Incorporation issued by Registrar of Companies.
  - c) list of directors duly certified by the Statutory Auditor/ Chartered Accountant.
  - d) list of shareholders with number of allotted shares duly certified by the Statutory Auditor/ Chartered Accountant.
  - e) copy of its Memorandum and Article of Association.
  - f) Audited reports of last three financial years.

- ii. **(Form-I)** In case of a tender by a **partnership firm** all the partners are required to sign the tender document and the enclosures. In case the documents mentioned above are not signed by all the partners but signed by only one partner, necessary authorization letter from all the other partners should be enclosed. The following documents should be enclosed:
  - a) Certified copy of duly registered partnership deed
  - b) Notarized copy of Certificate issued by the Registrar of firms.
  - c) Audited reports of last three financial years
- iii. In case of Society, trust or Not for profit entity, relevant registration certificates/ other relevant documents to be provided.
- iv. The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Bid Due.
- v. Bidders must provide the necessary information relating to Technical Capacity and Project-specific information and evidence in support of its claim of Technical Capacity, as per **(Form-II supported by Form V)** .The experience should be supported by Government Agency or any other competent authority w.r.t. projects specified in Schedule A, Part – B above. and
- vi. Certificate(s) from its chartered accountant/ statutory auditors specifying the **Average Annual Turnover in last three years of the Bidder** as at the close of the preceding financial year w.r.t fulfilling eligibility criteria “**2.C**” above.**(Form-III)**

**D. Payment Conditions**

#	Payment	Payment Schedule
1.	<b>First Year’s Annual fee:</b>	within 15 (Fifteen) days of issue of the Letter of Award (LOA)
2.	<b>Second Year’s Annual fee</b>	Within 180 (One hundred and eighty) days of the issue of LOA
3.	<b>Third Year’s Annual fee</b>	before 30 days from completion of 1st anniversary of issue of LOA

**E. Performance Security**

- i. Prior to the execution of O&M contract for the Project, the Successful Tenderer shall submit Performance Security of INR 2,50,000 (Rupees Two Lakh Fifty Thousand only) by way of Demand Draft/Banker’s Cheque in favour of “Managing Director, Raipur Smart City Ltd., Raipur”, payable at Raipur or by way of an irrevocable Bank Guarantee issued by Nationalized Bank or Scheduled Bank in the prescribed format in Appendix III. The said Performance Security should be valid throughout the contract period and 180 days thereof.
- ii. In case the Successful Tenderer fails to furnish the Performance Security within the Specified time limit the performance security shall be increased by 5% after every fortnight maximum up to two fortnights. In case the Successful Tenderer fails to furnish the Performance Security within two such fortnights, the EMD so deposited by the Successful Tenderer shall be forfeited and Successful Tenderer shall have no claim whatsoever in this regard.

### **3.3 SCHEDULE-A, PART-D –OPERATION AND MANAGEMENT OBLIGATIONS:**

#### **A. Minimum Operation and Management Obligation**

The operation and maintenance has been made in a way to ensure smooth and safe operation of the contractual Canal Road Jan Suvidha Kendra and the Bus shelter as per the provision of O&M contract.

- i. The O&M Operator shall secure all the required approvals permissions, NOC from the competent authority within **one months from the date of execution of O&M contract**
- ii. The O&M Operator shall pay all the electricity charges, water charges and such other charges due to be paid to any Authority during the O&M period.
- iii. The O&M Operator shall follow all the terms and condition of O&M contract with respect to operation and management of project. This shall include but not limited to:
  - Operations and Management of Canal Road Jan Suvidha Kendra as per the permitted activity as mentioned in Schedule A, Part D (B) below and its maintenance along with 3.0 meters of surrounding area from all side of the Jan Suvidha Kendra.
  - Ensure safety and security of Jan Suvidha Kendra as per good industry practice.
  - Cleaning of allotted space and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
  - Cleaning of toilets and the entire premise.
  - Maintaining and cleaning of bus shelter.
  - Deployment of staff and its management as per the provision of O&M contract and prevailing laws of Central and State Government.
  - Abide by all Laws/Statutes in connection with this project including Insurance.
- iv. Employment of personnel
  - The O&M operator agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The O&M operator shall also comply with each and every provisions of law applicable to its employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen’s Compensation Act, and similar labour legislation in force from time to time. The O&M operator shall engage fully trained and adequately experienced staff, who are medically fit and free from any infectious diseases. The O&M operator shall get the medical examination of his employee once every 6 months and submit the said test report to Licensor from authorised local body or from body as may be directed by the Licensor.
  - The O&M operator undertakes and acknowledges that the RSCL shall have full rights to Test, Interview, otherwise assess or determine the quality of O&M operator employees/workers deputed in its premises. RSCL can direct the O&M operator and the O&M operator shall be bound to replace

- any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.
- v. RSCL will have full access and authority to the site at convenient time and to review the relevant books and papers.
  - vi. Cleaning and Solid Waste Management
    - Cleaning roaster shall be maintained by operator and provided to the authority whenever asked for.
    - Transportation of waste should be done regularly to ensure that the containers /trolleys and dustbin sites are cleared before they start overflowing.
    - No. of dustbins and specifications of the dustbins is provided as per Swachh Bharat mission municipal Solid Waste Management manual.
    - The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
    - The area around the dustbins should be kept clean at all times.
  - vii. Toilets
    - Public toilets should be separated by sex into male and female facilities.
    - Public toilets shall contain several of the following fixtures like, Air fresheners or odour control systems, Hand wash faucets / taps, Mirrors over sinks, Paper towels, Coat Hooks.
  - viii. O&M Operator is solely responsible to make good any damage caused to the property/ any other public infrastructure during the contract period.
  - ix. Force majeure and termination related provisions will be detailed out during signing of the O&M Agreement.

**B. Permissible Activity in Canal Road Jan Suvidha Kendra**

<b>Permissible activities in Canal Road Jan Suvidha Kendra</b>
1. Food and Snacks
2. Bakery Items
3. Coffee shops
4. Ice cream and soft drinks
5. Packed food items
6. Sweet shops
7. Regional food stalls
8. Regional Handicraft/ Artefact shops
9. Provisional stores
10. Ticketing counters/ kiosks
11. Any other activity with prior approval of RSCL

The O&M Operator has to follow the rules, regulation and guidelines of Food Safety and Standards Authority of India (FSSAI) and other competent authority for preparation, serving and sale of all food and beverages inside the authority

- i. **Sale of Tobacco and Alcoholic products are strictly prohibited in the project premises.**
- ii. **Trading of of raw meat/fish is strictly prohibited in the project premise.**
- iii. The O&M Operator shall not allow to use the project premises or any part thereof for branding in any manner for advertise, display or reflect any brand or name of any entity. However the O&M Operator is allowed to put one signage to showcase the name of the facility with prior approval of RSCL.

**3.4 SCHEDULE-A, PART-E- EARNEST MONEY DEPOSIT (EMD)**

#	EMD Details	
i.	EMD Amount (In the form of (in DD or FDR)	INR 50,000 (Fifty thousand only)
ii.	Validity of Tender	120 Days
iii.	Validity of EMD	Validity of Tender + 30 days

**3.5 SCHEDULE-A, PART-F- COST OF TENDER DOCUMENT**

Cost of Tender document is INR 5,000/ to be paid online as per E-Procurement guidelines

**3.6 SCHEDULE-A, PART-G- IMPORTANT TENDER DATES**

Last Date of receipt of tenders online	Up to 5:30 P.M. on or before 03-11-2017
Last Date of receipt of physical documents	Up to 3:00 P.M. on or before 06-11-2017
Date of opening of Technical Bid only i.e. Envelop A	06-11-2017
Date of opening of Financial envelope i.e. Envelope B	Will be intimated

#### **4 COVER LETTER FOR PROPOSAL SUBMISSION**

**(To be kept in Envelop B-on Bidders Letter Head)**

Dated:

To

**The Managing Director,**  
Raipur Smart City Ltd.,  
Chhatrapati Shivaji Maharaj Outdoor Stadium,  
Near Vivekanand Sarovar  
Raipur - 492001

**Sub: Request for Proposal for Operation and Management of “Canal Road Jan Suvidha Kendra” at Raipur on O&M contract Basis**

Dear Sir,

1. With reference to your Tender document dated ....., I/we, having examined the RFP Documents and understood their contents, hereby submit my/our Tender for the aforesaid Project. The Tender is unconditional and unqualified
2. All information provided in by **me/us is/are** true and correct. I/We undertake and confirm that, if any information is found to be false / misrepresented comes to the notice of RSCL at any stage, then it may take suitable action against as deemed fit by the RSCL. In such case the EMD or BG, if any shall stand forfeited and will have no claim whatsoever.
3. I/ We acknowledge the right of the Authority to cancel the tender process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India **nor on defaulter list of any bank registered in India.**
5. I/ We declare that:
  - i. I/ We do not have any conflict of interest.
  - ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for Tender issued by or any agreement entered into with the RSCL or any other public sector enterprise or any government, Central or State; department and
  - iii. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/ We shall make available to the RSCL any additional information it may find necessary or require to supplement or authenticate the Tender.
7. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that we are not a Member or partner of a/ any other firm submitting a Tender for the Project



9. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided prior to the Tender Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same
10. The **Annual fee** has been quoted by me/us (**Envelope-B**) after taking into consideration all the terms and conditions stated in the Tender and the draft Agreement.
11. I/We agree to keep this offer valid for “**Schedule A, Part-E**” days from the Tender Due Date specified in the Tender.
12. I/ We further certify that in regard to matters relating to Proposal and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our organisation or Associates or against our CEO or any of our Directors/ Managers/ employees.
14. The Bid security (EMD), and cost of tender is attached as per the “**Schedule A, Part-E & Part-F**”.
15. I/We agree and undertake to abide by all the terms and conditions of the tender document.
16. In case my Tender is not accepted then my EMD submitted in the form of

DD: - may kindly be sent to my bank directly, details are given below

Name as per Bank record                   :  
Account No   :  
IFCS code   :  
Bank Name and address                   :

I/we submit technical Proposal (Envelope-A) and financial Proposal (Envelope-B) under and in accordance with the terms of the Tender

Date:

Place:

(Signature of the Authorized Signatory)

Name & Designation

**5 IMPORTANT INSTRUCTIONS TO BIDDER**

WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE

-----DELETED-----

**6 APPENDIX – I: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

**(On Non Judicial Stamp Paper)**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name),

son/daughter/wife \_\_\_\_\_ of

\_\_\_\_\_ and presently residing at \_\_\_\_\_, who is

[presently employed with us, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for **“Operation and Management of “Canal road Jan Suvidha Kendra” at Raipur on O&M contract Basis”**, by the, ( Raipur Smart City Ltd. -RSCL) ( the “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF , 20\*\*.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

**Witnesses:**

1

2.

(Signature)

(Signature)

*Notes:*

- *Self-attested copy of Aadhaar card needs to be submitted by all the witnesses and the executor of this power of attorney*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**7 APPENDIX – II: DECLARATION FOR DOWNLOADED TENDER**

-----DELETED-----

**8 APPENDIX III: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Schedule A, Part B)

(On requisite Stamp Paper)

B.G. No.

Dated:

1. In consideration of you, Managing Director, Raipur Smart City Ltd., having its office at Chhatrapati Shivaji Maharaj Outdoor Stadium, Near Vivekanand Sarovar, Raipur—492001, Chhattisgarh (hereinafter referred to as the “RSCL”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of and having its office at \_\_\_\_\_ and acting on behalf of the Tendered (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), Operation and Management of Canal road Jan Suvidha Kendra, Raipur (hereinafter referred to as “the Project”) pursuant to the Tender Document no. ....  
Dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to RSCL an amount of Rs ...../- (Indian Rupees only) as Performance Security (hereinafter referred to as the “Performance Security”) as our primary obligation without any demur, reservation, recourse, contestor protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by RSCL stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of RSCL is disputed by the Tenderer or not merely on the first demand from RSCL stating that the amount claimed is due to RSCL by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. .... (Indian National Rupees only).
4. This Guarantee shall be irrevocable and remain in full force through the commencement of operations as mentioned under O&M contract viz. 3 years (Three) and 6 months (Six) thereof or for such extended period as may be mutually agreed between RSCL and the

Tenderer, and agreed to by the Bank, and shall continue to be enforceable till the subjected work under this Guarantee have been completed (as mentioned in the RFP document).

5. We, the Bank, further agree that RSCL shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of RSCL that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between RSCL and the Tenderer or Raipur Smart City Ltd. – Draft O&M contract any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
7. In order to give full effect to this Guarantee, RSCL shall be entitled to treat the Bank as the principal debtor. RSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to RSCL, and the Bank shall not be released from its liability under these presents by any exercise by RSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of RSCL or any indulgence by RSCL to the said Tenderer or by any change in the constitution of RSCL or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for RSCL to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which RSCL may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of RSCL in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. The Bank Guarantee number \_\_\_\_\_, dated shall be operative at Raipur and if invoked, be encashable at (name of bank and its branch in Raipur and branch code).

Signed and Delivered by

By the hand of Mr. /Ms, its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



**9 FORM – I: GENERAL INFORMATION OF THE BIDDER**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

Yours faithfully

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

**10 FORM – II: TECHNICAL CAPACITY OF THE BIDDER**

[Refer to Clauses Schedule-A, Part-B (Technical Capacity)]

**Name of the Bidder / Applicant firm:**

Project Number **	Name of Eligible Project / business	Experience (Equivalent Rs. Lakhs)			Total turnover from individual project (in lakh)
		Annual Turnover from Project from activities specified in Schedule A Part B			
		FY 2013-14	FY 2014-15	FY 2015-16	
1					
2					
3					
4					
<b>Total Turnover from Projects</b>					

\*\* Refer form-IV giving details of individual projects as per project number. Add more rows if necessary in the above table.

Enclosures –

1. The names and chronology of Eligible Projects included in Form II should be in-line with the project wise details submitted in Form IV
2. Notarized certificate from the client for successful completion of the project (The certificate from the client should clearly set out the name of the project, activities undertaken under the scope of services, and fees per year / value of services per year. Projects without proof of experience shall not be considered for evaluation.)
3. In case the Fee per year / value of services per year from the Project is not set out in the certificate from the Client, the bidders can submit a certificate from Statutory Auditor indicating the same.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

**11 FORM – III: FINANCIAL CAPACITY OF THE BIDDER**

(On Letterhead of the Bidder)

*(Refer to Schedule A Part B)*

<b>Name of Applicant</b>	<b>Net Worth of Bidder for financial year 2016-17 (in Rupees)</b>

Signature \_\_\_\_\_

Name & Designation of Authorized Person

Company Seal

Company:

Date:

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years 2014-15, 2015-16 and 2016-17. The financial statements shall:
  - a) reflect the financial situation of Bidder
  - b) be audited by a statutory auditor;
  - c) be complete, including all notes to the financial statements; and
  - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  
2. **Each member** of Bidder shall provide an Auditor’s Certificate as below specifying the Average Annual Turnover and Net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

**12 FORM – IV: LIST OF ELIGIBLE PROJECTS**

[Refer to Clauses Schedule-A, Part-B (Technical Capacity)]

Name of the Bidder / Applicant  
firm: \_\_\_\_\_

**Project Number:**

<b>Parameters</b>	<b>Particulars of the Project</b>
Nature of Business and its details	
Category (Business of catering / hotels /restaurants, shopping center / shopping mall / cafés, takeaways / mobile food stands / canteens, clubs lodging / event planning and management / theme parks)	
Turnover from activities specified in Schedule A, Part B (A) (in Rs Lakh): i. FY 2014-15 ii. FY 2015-16 iii. FY 2016-17	
Entity for which the project was operated	
Location	
Details of eligible project	
Date of Commencement of contract	
Date of Completion/commissioning/ongoing	

Yours faithfully,

Date: \_\_\_\_\_ (Signature of the Authorized signatory)

Place: \_\_\_\_\_ (Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Projects in this Form. The projects cited must comply with the eligibility criteria specified in Schedule A, Part B of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. For a Bidder, the Project numbers would be 1, 2, 3, 4 etc.
3. A separate sheet should be filled for each project.
4. Bidders are required to produce client certificates<sup>3</sup>, invoices, order letter, completion certificates etc. to substantiate the experience demonstrated.

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<sup>3</sup> Such certificates should be issued/certified/signed by at least officer of Executive Engineer/Project head level

**Envelope - C**  
**Financial Proposal**

**13 APPENDIX – III: FINANCIAL PROPOSAL**

**Request for Proposal for Operation and Management of “Canal road Jan Suvidha Kendra” at Raipur on O&M Contract Basis**

1. I Shri/Smt/Ms \_\_\_\_\_ S/D/W/o \_\_\_\_\_, Official designation (.....) of (.....Name of Organisation) duly authorized by (.....Name and Nature of Organisation) to submit this Tender, hereby submit the Tender in the form of the Annual fee specified in the table below for **Canal road Jan Suvidha Kendra** of Raipur for a period of three (3) years only.

2.

Particulars	Yearly Annual fee (in INR.)	
	Inr. in figure	Inr. In words
Canal road Jan Suvidha Kendra		

3. Should this Tender be accepted, I/We hereby agree to abide by and fulfil all terms and provisions of the said condition of the allotment set forth in the Tender document or in default, thereof to forfeit earnest money & pay to the RSCL the sums of money mentioned in the said condition.
4. I hereby agree to pay the above mentioned Yearly Annual fee as per the Payment conditions given in Clause 4.2 (D).
5. I hereby agree to pay the Annual fee payable to Raipur Smart City Ltd. which shall be exclusive of GST and other applicable taxes.
6. A separate sealed **Envelope 'B'** duly super scribed containing in the form as **Earnest money** the full value of which is to be absolutely forfeited to the RSCL without prejudice to any other rights or remedies of the RSCL.
7. If I/We fail to deposit Annual fee and within 15 (Fifteen) days of the of issue of Notice of Award or to execute the O&M contract within the time specified in the tender document notice, the authority is free to cancel the allotment and forfeit the EMD as per the terms and condition of RFP document.

**Signature of Witness  
Signatory**

Dated - / /2017

Name:

Address of the Witness

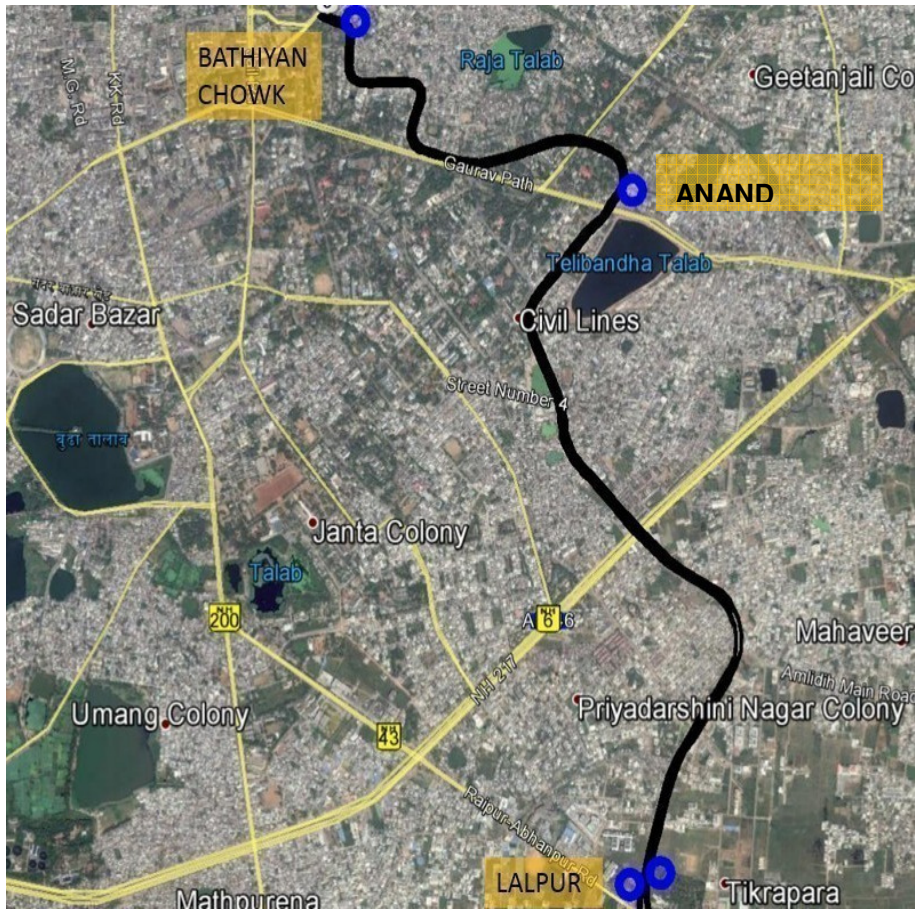
Occupation of the Witness

**Signature of the Authorized**

Dated - / /2017

**14 ANNEXURE –I: Spatial Location of the Jan Suvidha Kendra**

**Map showing location of Jan Suvidha Kendra on Canal Linking Road**



**2 Pictures of Jan Suvidha Kendra**

Location Anand Nagar





**Request For Proposal - Operation and Management of Canal Road “Jan Suvidha Kendra” at Raipur on O&M Contract**

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Location Lalpur



Location Bathiyan Chowk



**15 ANNEXURE J: Format of Undertaking for compliance of ESIC provisions**

**EITHER [Where the entity complied all ESIC provisions]**

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

[Signature]

[Company stamp]

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

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

[Signature]

[Company stamp]

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

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

**16 ANNEXURE K: Undertaking for Cashless Transactions**

**Affidavit**

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

[Signature]

[Company stamp]

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

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

## **17 ANNEXURE L: Format of Integrity Pact**

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

This Integrity Pact is made at \_\_\_\_\_ on this day \_\_\_\_\_ 2017

Between

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

And

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

Preamble

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

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

### **Article:1 Commitments of the Principal**

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

### **Article: 2 Commitments of the Bidder(s)**

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

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

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

- (1) If the Bidder(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.
- (2) If the Bidder has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such

exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder/ contractor/ concessionaire/ consultant.
- (6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder shall not be entitled for .any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder could be revoked by the Principal if the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article: 4 Compensation for Damages**

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

#### **Article: 5 Previous Transgressions**

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

#### **Article: 6 Equal treatment of all Bidder (s)**

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

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

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

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

**Article: 8 Pact Duration**

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

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

**Article: 9 Other Provisions**

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

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

(For & On behalf of the (Principal)

(for & On behalf of Bidder)

(Office Seal) Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness 1:**

(Name & Address) \_\_\_\_\_

**Witness 2:**

(Name & Address) \_\_\_\_\_