TENDER DOCUMENT

RFP for Lake Purification & Restoration with Bioremediation or Equivalent Technology in Telibandha Lake, Raipur (C.G.)-2nd Call

NIT No: 63/RSCL/2017-2018

Date: 19-02-2018

Last Date of Submission: 04-03-2018

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

OFFICE OF THE RAIPUR SMART CITY LIMITED

e-Procurement Tender Notice

Main Portal: **http://eproc.cgstate.gov.in**

NIT NO: 63/RSCL/2017-2018 **DATED: 19/02/2018**

Online bids are invited for the following of works up to **04/03/2018 at 17:30 hours.**

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount	EMD Amount	Time Period
1		Request for Proposal (RFP) for Lake purification & restoration with Bioremediation or Equivalent technology in TELIBANDHA LAKE including O & M for 5 yrs, Raipur (C.G)	4.68 Cr.	3.51 Lakhs	06 Months Construction period + 60 months O & M period including 60 months DLP

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal https://eproc.cgstate.gov.inand website of Raipur Smart City Limited https://www.smartcityraipur.org from 19/02/2018 17:30 Hours (IST) onwards up to 04/03/2018 up to 17:30 Hrs.

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

NOTE: -

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

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

OFFICE OF THE RAIPUR SMART CITY LIMITED

NOTICE INVITING TENDER

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

S. No	System Tender No.	Name of Work	Tender Amount	Earnest Money Deposit	Eligible Class of Contractor / Firm	Time Period	Cost of Bid Document & Processing Fee
1		Request for Proposal (RFP) for Lake Purification & Restoration with Bioremediation or Equivalent Technology in Telibandha Lake including O & M for 5 yrs, Raipur (C.G)	4.68 Crore	3.51 Lakhs	Open to All Eligible Bidders	06 Months Construction period + 60 Months O & M period including 60 months DLP	Rs.5,000/- & Processing Fee (Rs.311) are inclusive of GST

1. In order to participate in the tenders floated using the e-Procurement System, all contractors/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 contractors may obtain information required to issuance of Digital Certificate from ***e-Procurement system Help Desk,*** **Toll Free No. 18004199140**or through Email ID **helpdesk.eproc@cgswan.gov.in**
3. For submitting the bids online, the contractors/bidders are required to make online payment using the electronic payments gateway service Bid Submission Fee as mentioned above the different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
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. Submission of documents as per Envelope A & B as given elsewhere in this RFP will be accepted by Hand Delivery, Speed Post or Registry. Online payment receipt for (i) Cost of RFP document/ EMD in case of online payment (ii) EMD in FDR/Demand Draft in favour of

MD, Raipur Smart City Limited, Raipur, payable at Raipur (C.G.) will be submitted at The Office of the Raipur Smart City Limited Chhatrapati Shivajee Maharaj Outdoor Stadium, Near Vivekanand Sarovar, Raipur -492001. Chattishgarh up to 05/03/2018 up to 17.30 hrs.

6. Conditions related to e-Procurement are furnished in “Guidelines in e-tendering” in tender document and will overrule other conditions wherever applicable/relevant.
7. 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.
8. The Bidders may refer Help Manual available online to perform their online activities.
9. If there is any amendment in the tender it will be published online only.
10. It is essentially to submit Affidavit worth Rs. 100/- as per Statement – L.
11. Bank details of RSCL are provided below
    A/c No. 100058723109, A/c Name – Managing Director, Raipur Smart City Limited
    IFSC Code- indb0000027, MICR Code- 492234002, Branch: Raipur (Main Branch)
    Address- Indusind Bank Limited, Krishna Complex, Lal Bahadur Shastri Square,
    Jail Road, Raipur- 492001.

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

KEY DATES

S. No.	RSCL Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date From		19/02/2018	17:30
	To		04/03/2018	17:00
2	Bid Due Date	Online submission	04/03/2018	17:30
3		Physical Doc Submission End Date	05/03/2018	17:30
4	Technical Bid Opening Date (Scheduled)		06/03/2018	11:00

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

GUIDELINES FOR E-TENDERING

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.

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

All the Users / Bidders (Manufacturers / Operator s / 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 thee-procurement system.
Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.
For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492001 on Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

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

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

Important Note: Bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.
In case, during the process of a particular bid preparation /responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit

the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.
The digital certificate issued to the authorized user of an individual / partnership firm /private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / Letter of Authority 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.

Section 1 Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s)of the Registration fee / Transaction or Service fees / Tender fee using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.
For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link "**Payments accepted online**"on the eProcurement portal **https://eproc.cgstate.gov.in.**

4. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozila 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 ad submit within timeline, abider who has not submitted his bid within the stipulated date & time will not be available during opening.
Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

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

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.
The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

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

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

DISCLAIMER

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

This Tender is not an agreement and is neither an offer nor invitation by RSCL to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this Tender (the "Bid/ Proposal"). This Tender includes statements, which reflect various assumptions and assessments arrived at by RSCL in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for RSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender.

The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

RSCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this Tender. RSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

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

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

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LIST OF ABBREVIATIONS

ABD	Area Based Development
EIC	Engineer-In-Charge
GCC	General Conditions of Contract
ITB	Instruction to Bidders
PMC	Project management Consultant
RSCL	Raipur Smart City Limited
SCC	Special Conditions of Contract
TPC	Third Party Consultant
O & M	Operation and Maintenance
DLP	Defect Liability Period

INTRODUCTION

Raipur Smart City Limited, on the occasion of World water day, 22nd March, 2017, with a theme of water conservation and making use of waste water, decided to take up the pledge to transform a big lake of the city in to lively water bodies with restored aquatic ecology and saving the environment of the city.

The project is purely focused upon the reinstating the natural ecosystem and making the water quality adequate to support life, with a clear and straightforward objective to remove all harmful aquatic weeds, increase the Dissolved Oxygen (DO) level, reduce Biochemical Oxygen Demand (BOD) and Chemical Oxygen Demand (COD), increase the depth of the water body, significant reduction of nutrient elements (like Nitrogen and Phosphorus access of which is harmful for aqua life to balance the ecology, and plantation of *Phyllostachys pubescens* or other equivalent for natural air purification and CO_2 absorption.

Table 1- Details of the lake to be covered under the project

S. No.	Name of the Lake	Geographical Position	Location	Area	Approximate volume
1	Telibandha Lake	21°14'20"N 81°39'33"E	Marine Drive, Civil Lines, Raipur	11.75 hectares	293.84 Thousand cum

Note- The bidder is advised to make his own assessment of area & volume of lake before submission of bid.

Figure 1- Profiles of Telibandha Lake

Located at the busiest road of Raipur named the GE Road, Telibandha Talab is one of the most attractive spot of Raipur. This Talab holds great significance for Hindus as numbers of rituals are conducted at this lake. This awesome lake is also famous for its fresh water and serene environment. This Talab is recognized as a religious site more than a tourist place. Lots of Hindus came here to perform Hindu rituals with great pious and faith every year from every nook of the country. Therefore, Telibandha Talab is one of the most demanding attractions in Raipur.

Figure 2 - Telibandha lake – Google Earth Image

Snatching Ranchi of his title for hosting India's largest tri-colour, Chhattisgarh's Raipur on April 30.2016 hoisted India's tallest flagpost at 82 m high. The flag was unfurled by Chhattisgarh Chief Minister Dr. Raman Singh at Raipur's Telibandha lake. The flag which has a shaft of 105 X 70 ft beats Ranchi's record of 99ft X 66ft flag. Telibandha is also known as Marine Drive. It was decked up for the occasion by Raipur Municipal Corporation (RMC) authorities. The place also provided free Wi-Fi zone at the spot so as to attract crowd. Besides Free Wi-Fi, they also provided three selfie points.

Figure 3- Telibandha lake – Location of sewage inlets in Google Earth Image

In Telibandha Lake, there are two inlets of sewage, both on the eastern edge of the lake. Bothe these inlets are just 75m apart. The sewage Inlet-1 which is comparatively on the northern side is of RCC NP3 pipe of 450mm dia. Similarly, the sewage Inlet-2 which is comparatively on the southern side of sewage inlet-1 is of RCC NP3 pipe of 600mm dia. The approx. sewage inflow at Inlet-1 is around 0.1 cum/s and at Inlet-2 is around 0.17cum/s.

VOLUME – I

SECTON I –DETAILED TENDER NOTICE

Tender Notice No.	63/RSCL/2017-2018
Organization Name	Raipur Smart City Limited (RSCL)
Name of Work	**Lake Purification & Restoration with Bioremediation or Equivalent technology in TELIBANDHA LAKE, Raipur (C.G.)**
Tender Type	**Lump-sum Contract including O & M for a period of five years**
Bidding Type	Open, National Competitive Bidding
Type of Contract	Single Work
Bidding Currency	Single- Indian National Rupees
Estimated Cost Put toTender	Rs. 4,68,00,000/- (Rupees Four CroresSixty Eight Lakhs only)
Joint Venture	Allowed JV limiting to maximum two(2) entities
Contract Period	06 months for Providing, Supplying, Installation & Commissioning and 60 months for O&M including DLP of 60 months in parallel to O & M after initial period of Six(6) Months
Qualifying Criteria	Open to all eligible bidders subject to fulfilment of following conditions: A. Turn Over - The average annual financial turnover during the last 3 years ending 2014-15 should not be less than Rs. 150.00 Lakhs of the estimated amount put to tender B. Solvency certificate from Nationalized banks for Rs.190.00 Lakhs not older than six months as on the date of submission of the bid. In view of the latest circular of IT Department IT clearance certificate is not required. However, the contractor shall submit copy of the PAN card.

	C. Qualifying Criteria: Bidder must have completed eligible projects of similar nature as given below. One contract of Rs 375.00 Lakhs Or Two contracts of Rs 234.00 Lakhs each Or Three contracts of Rs 190.00 Lakhs each On Design Build/ Lumpsum/ BoQ basis within last seven years i.e. for a period starting from 01/04/2010 and ending one month prior to Bid Submission Date. D. Similar nature of Work: Lake purification & restoration works i) Carried out treatment of Lake by biological means for surface water/Lake purification and restoration.
Downloading of Tender Documents	From 19/02/2018 17.30Hrs to 04/03/2018 up to 17:00 Hrs.
Last date of online submission of Tender documents& website	On or before date 04/03/2018 upto 17:30 hrs https://eproc.cgstate.gov.in
Submission of Original Demand Draft against Tender Fee and EMD and Original Affidavit's as mentioned in Tender Document.	Upto 05/03/2018 till 17.30 Hrs at the Office of "Managing Director Raipur Smart City Limited (RSCL), Chhatrapati Shivajee Maharaj Outdoor Stadium, Near Viveknand Sarovar, Raipur- 492001. Chattishgarh by Hand Delivery / R.P.A.D. / Speed post etc.
Opening of Bid (Online) & PQ documents submitted electronically	If possible on 06/03/2018 at 11:00 Hrs.
Bid validity period	120 days from the opening of the price bid
Tender Document Fee & Processing Fee	Rs.5,000/- (Five Thousand Only) to be paid online and processing Fee (Rs. 311) are inclusive of GST in favour of Managing Director, Raipur Smart City Limited payable at Raipur with bid submission. (Non refundable)
EMD (BID SECURITY)	Rs 3,51,000/- (Rupees Three Lakhs Fifty One Thousand Only) by the way of Banker's cheque/ Demand Draft /BG online submitted in favour of Managing Director, Raipur Smart City Limited, Raipur drawn on Nationalized bank payable at Raipur. EMD

	in no other form shall be accepted.
Officer Inviting Bid	Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, BudhaTalab, Raipur 492 001.

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

SECTIONII – INSTRUCTIONS TO BIDDERS

1.1. Scope of bid

1.1.1 The Managing Director, Raipur Smart City Limited, invites bids by E-Tendering for the works "**Lake Purification & Restoration with Bioremediation or Equivalent technology in TELIBANDHA LAKE, Raipur (C.G.) including O & M for 5yrs including DLP of 5year with O & M**" given in NIT. The bidders may submit online bids for the work detailed in the table given in NIT.

1.1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

1.2. Source of funds

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

1.3. Eligible bidders

1.3.1 The invitation for bids is open to all eligible bidders who may be proprietary firms, partnership firms or companies registered under company's act 1956 & meeting the eligibility criteria as defined in clause no.1.4.

1.3.2 All bidders shall provide in section 2, forms of bid and qualification information, a statement that bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents or the Project Manager for the contract. A firm or their associates that has been engaged by the employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

1.3.3 Government-owned enterprises may also participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.

1.3.4 Bidders shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 1.35

1.3.5 If found to have a Conflict of Interest as specified in clause 1.36 shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be.

1.4. Eligibility criteria

1.4.1 a. Experience on similar works executed during the last seven years or 80% completion of similar work; and details like monetary value, clients, and proof of satisfactory completion.

b. Documentary evidence of adequate financial standing as per Statement – D Financial Information figures to be taken from audited balance sheets certified by CA.

c. Solvency certificate as per Statement – E from Nationalized/ Scheduled bank for Rs. 190.00 Lakh not older than six months as on the date of submission of the bid.

b. Equipment requirement/schedule

c. Managerial / Manpower requirement

d. Project planning and quality control procedure to be adopted.

e. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.

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

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written letter of authority of the signatory of the bid to commit the bidder.

(b) Total monetary value of construction work performed for each of the last three years.

(c) Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed; and employers who may be contacted for further information on those contracts.

(e) Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;

(f) Evidence of adequacy of working capital for this contract (access to lines of credit and availability of other financial resources)

(g) Authority to seek references from the bidder's bankers.

(h) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the party's concerned, and disputed amount.

(i) Proposals for subcontracting components of the works amounting to more than 10 percent of the bid price (for each, the qualifications should be annexed); and

(j) The proposed methodology and program of construction backed with equipment planning and deployment duly supported with broad calculations and qualifies control procedures proposed to be adopted, justifying their capacity of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

(k) The successful bidder has to submit the detailed list of supplied materials required for the project and has to take approval from client within 15days from award of contract.

(l) The proposed methodology and program me of construction backed with equipment planning and deployment duly supported with broad calculations and qualifies control procedures proposed to be adopted, justifying their capacity of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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

(i) Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 150.00 Lakhs.

(ii) Solvency certificate from Nationalized banks for Rs. 190.00 Lakhs not older than six months as on the date of submission of the bid.

(iii) Experience of having successfully completed similar works during last 7 years

ending last day of month previous to the date of submission should be either of the following:

a) One similar completed works each costing not less than Rs. 375.00 Lakhs

or

b) Two similar completed works each costing not less than Rs. 234.00 Lakhs

or

c) Three similar completed works each costing not less than Rs. 190.00 Lakh

(iv) Similar nature of work:

Lake purification & restoration works

i) Carried out treatment of Lake by biological means for surface water/Lake purification and restoration

1.4.4 To qualify for a contract for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria.

1.4.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 1.4.4 above.

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

Assessed Available Bid Capacity = A x N x 2 - B,

Where

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

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

'B' 'B' = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.

Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.

Financial Year	2016-17	2015-16	2014-15
Multiplying Factor	1.00	1.10	1.21

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

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

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

and/or

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

1.5. One Bid per Bidder

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

1.6. Cost of Bidding

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

1.7. Site Visit

1.7.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for land development. The costs of visiting the Site shall be at the Bidders' own expense.

1.8. **Bidding Documents**

Content of Bidding Documents

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

- NIT :
- SECTION I : Detailed Tender Notice
- SECTION II : Instruction to Bidders
- SECTION III : Bidding Formats,
- SECTION IV : Scope of Work
- SECTIONV : General Conditions of Contract
- SECTION VI : Conditions of Particular Application
- SECTION VII : Special Conditions of Contract
- SECTION VIII : Contract Data
- SECTION IX : Forms of Securities & Contract Forms
- SECTION X : Financial Bid

1.8.2 Bidding documents

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

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

1.9. Clarifications of the Bidding Documents

1.9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form to ceo.rscl@gmail.comand be confirmed by hard copy at the Employer's address indicated in the invitation to bid.

1.9.2 Pre - bid meeting -

1.9.2.1 Pre-bid meeting will not take place.

1.9.2.2 ADDENDUM if any will be uploaded on website. https://eproc.cgstate.gov.in without delay. Any modification of the bidding documents listed in Sub-Clause 1.8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 1.10

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

1.10. Amendment of Bidding Documents

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

1.10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on https://eproc.cgstate.gov.in. Prospective bidders shall acknowledge receipt of each addendum uploaded by the Employer.

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

1.11. Language of the Bid

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

1.12. Documents comprising the Bid

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

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

(1) Envelope-A will contain:

- Letter of EMD
- Scanned copy of EMD Online payment receipt or (in DD or FDR or BG) in case of Physical submission and
- Scanned Copy of Pre-Contract Integrity Pact duly signed by Bidder as per Section IX.

(2) Envelope-B will contain:

- Scanned copy of all approved/authenticated “Minimum Eligibility Criteria” documents as per para 1.4 of this RFP.

- Scanned Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per SECTION IX - Format of Undertaking for compliance of ESIC provisions.
- Scanned copy of Affidavit in Judicial Stamp worth Rs. 100/-as per Statement- L.
- Scanned copy of Undertaking for making Cashless payments as per SECTION IX - Undertaking for Cashless Transactions – Affidavit.
- Scanned copy of the Technical Bid and all necessary attachments / annexure.
- Scanned copy of Original RFP document/MoM/any other correspondence, certificates and samples duly signed by authorized signatory.

(2) Envelope-C will contain:

The Financial Bids shall be uploaded online only strictly in the prescribed format as given in SECTION X

Bidders shall not submit hard copy of the Financial Bids.

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

(1) Envelope-A will contain:

- Proof of online payment of E-proc processing fee
- Proof of online payment of Cost of RFP document
- EMD Online Payment receipt or Physical instrument (in DD or FDR or BG) of the required value and in approved format in a separate envelope duly marked as EMD, in case of physical submission.
- Signed Pre-Contract Integrity Pact as per Section IX.

(2) Envelope-B will contain:

- All approved/authenticated “Minimum Eligibility Criteria” documents as per para 1.4 of this RFP
- Original Technical Bid and necessary attachments/annexure
- Original RFP document/MoM/any other correspondence, certificates and samples duly signed by authorized signatory
- Original Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per SECTION IX - Format of Undertaking for compliance of ESIC provisions.
- Original Affidavit in Judicial Stamp worth Rs. 100/-
- Undertaking for making Cashless payments as per SECTION IX - Undertaking for Cashless Transactions - Affidavit

1.13 Bid Prices

1.13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the submitted by the Bidder.

1.13.2 The bidder shall fill in rates and prices for all items of the works described in the Bid Format

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

submitted by the Bidder.

1.13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract. In accordance with the provisions of the conditions of contract. Bidder should have mentioned GST Rate in Bid Form.

1.14. Currencies of Bid and payment

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

1.15. Bid Validity

1.15.1 Bids shall remain valid for a period not less than 90 days after the proposal submission date for bid submission specified in clauses 1.20. A bid valid for a shorter period will be considered as non-responsive & shall be rejected by the Employer.

1.15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Demand Draft/ Banker's Cheque.

1.16. Bid Security (Earnest Money Deposit - EMD).

a) Earnest money Deposit (EMD) is Rs 3,51,000/- which is to be submitted in the format specified in Annexure-AA. Bank Guarantee is to be valid for 90days from opening of bid Part-1.

b) The EMD shall be payable either by Demand Draft/ B.G / Banker's Cheque for the entire amount from any Nationalized Bank having its branch at Raipur, Chattisgarh.

c) EMD of unsuccessful bidders other than L-1 and L-2 will be refunded immediately after ranking of price bids. Earnest money of L-2 is refunded immediately after entering in to agreement with L-1 and acceptance of performance Guarantee from L-1.

d) EMD is refunded so-motto without any application from the bidders.

e) The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.

f) The Bid security may be forfeited, if

i) The bidder withdraws the bid after bid opening during the period of bid validity.

ii) The bidder does not accept the correction of the Bid price, if any.

iii) The successful bidder fails within the specified time limit to

a) Sign the Agreement or

b) Furnish the required Performances security.

c) In case the contractor fails to commence the work within stipulated time.

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

1.17 Alternative proposals by bidders

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

1.18 Format and signing of bid

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

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

1.19 Submission of bids Sealing and marking of bids.

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

Technical Bid

a) Letter comprising the Technical Bid and supporting certificates / documents.
(b) "Letter of Authority" for signing the BID as per the format;
(c) Scanned copy of BID Security of Rs. 3,51,000.00 in the form of Demand Draft/Banker's Cheque/ BG.
(d) Online payment of Tender fee Rs. 5,000/- (Rupees Five thousand only) in favour of "Managing Director, Raipur Smart City Limited, Raipur" payable at Raipur towards cost of Bid document
(e) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by Raipur Smart City Limited (RSCL) and amendments uploaded, if any.
(f) Bidder submitted approved supply material list along with Technical document.

Financial Bid

Letter comprising the Financial Bid & Bid Form

1.19.2 The bidder shall submit hard copies of following

i) Electronic Printed copy of online payment of Tender fee Rs. 5,000/- (Rupees Five thousand only) in favour of "Managing Director, Raipur Smart City Limited, Raipur" payable at Raipur
ii) Original BID Security of Rs. 3,51,000.00 in the form of Demand Draft/Banker's Cheque / BG.
iii) Original Affidavit in the bidding formats.
iv) Ink signed copy of the bid document
v) Hard bound copy of the technical bid duly indexed & page numbered.

(a) on or before 05/03/2018 @ 17.30 Hrs. Bidder shall put document in (i) to (iii) hereof in one envelope and properly seal and mark as "Bid Security". The bidder

shall put documents mentioned in (iv) to (v) hereof in separate envelope and properly seal and mark as "Technical Bid". Bidders, who choose to WITHDRAW their bids online, need not submit hard copy of their Technical Bid.

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

1.19.3 The envelope shall

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

Managing Director, Raipur Smart City Limited (RSCL),
Chhatrapati Shivaji Maharaj Outdoor Stadium,
Near ViveknandSarovar, Raipur- 492001.
Chattishgarh State of India, TELEPHONE (O) 0771-2227395
email: ceo.rscl@gmail.com

(d) bear the following identification:

Technical Bid for “Lake purification and restoration with Bioremediation or Equivalent technology including O & M for 5 years including DLP for 5yr with O & M, Under “SMART CITY MISSION” Raipur (C.G.)

Bid reference no .....(Insert number)
DO NOT OPEN BEFORE 11.00 Hrs on 06/03/2018

Name and address of the bidder.

The hard-bound copy of Technical Bid complete in all respect should be submitted (marked tender No. 63/RSCL/2017-2018) in the office of Managing Director, Raipur Smart City Limited Upto 17.30 Hrs on due date and open at 11.00 Hrs on 06/03/2018 in presence of such of the tenderers who may wish to be present.

1.19.3 In addition to the identification required in Sub-Clause 1.19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 1.21, or the bid is declared non-responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the mis- placement or premature opening of the technical bid and financial bid.

1.20 Deadline for submission of the Bids

1.20.1 Bids must be submitted online on or before 04/03/2018 17.30 Hrs & hard copy received by the Employer on 05/03/2018 17.30 Hrs at the address specified above not later than in the event of the specified date for the receipt of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day.

1 .20.2 The Employer may extend the deadline for submission of online bids by issuing an amendment in accordance with Clause 1.10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

1 .20.3 As tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change has been made in document. If any discrepancy is noticed at any stage between the RSCL's tender document and the one submitted by the tenderer, the conditions mentioned in the RSCL’s printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses. Insert time and date; this should

be the same as those given in the invitation for Bids Clause No.1.20.

1.21 Late Bids

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

1.22. Modification and Withdrawal of Bids

1.22.1 The Bidder may modify, substitute or withdraw its e-BID after submission before the deadline prescribed in Clause 1.20. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

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

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

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

1 .22.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission.

E. BID OPENING AND EVALUATION

1.23. Online Opening of BIDs.

1.23.1 The RSCL shall on-line open Technical BIDs on 06/03/2018 at 11.00 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 1.8 of the ITB have been physically received. The RSCL will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

1.23.2 Rejection of BIDs

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

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

1.23.3. Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

1.23.4. If all Bidders have uploaded unconditional Bids together with requisite bid security & tender fee, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid

security in the manner prescribed in the Bid documents, then such Bid will be rejected and the Bidder informed accordingly. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 1.26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

1 .23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and the minutes shall form part of the contract.

1.24. Process to be confidential.

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

1.25. Clarification of Bids

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 1.27.

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

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

1.26. Examination of Technical Bids and Determination of Responsiveness

1.26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each Bid

(a) Meets the eligibility criteria defined in Clause 1.4
(b) Has been properly signed by an authorized signatory (accredited representative) holding Letter of Authority in his favor.
(c) Is accompanied by the required Bid security and;
(d) is responsive to the requirements of the Bidding documents.
(e) Bidder submitted approved supply material list along with Technical document.

Note: Bidder, who submitted all Technical Qualification Documents, will be considered for Technical Evaluation

1.26.2 A Substantially responsive Technical Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

(a) Which affects in any substantial way the scope, quality or performance of the works?
(b) Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or

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

1.27. Examination of Financial Bids and Determination of Responsiveness

1.27.1 Prior to detailed evaluation of Financial Bids, the Employer will determine whether each Bid
(a) has been properly digitally signed by an authorized signatory (accredited representative) holding Letter of Authority in his favour.
(b) is responsive to the requirements of the Bidding documents.

1 .27.2 A substantially responsive Financial Bid is one which will be complete in all respect as given in Bidding documents, without material deviation or reservation. A material deviation or reservation is one
(a) which affects in any substantial way the scope, quality or performance of the works;
(b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
(c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

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

1.28 Correction of Errors in Financial Bids

1.28.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

1.28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 1.16 (f) (ii).

1.29 Evaluation and Comparison of Bids

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

1.29.2 In evaluating the Financial Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
(a) Making any correction for errors pursuant to Clause 1.28;

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

1.29.4 Price evaluation done as per following criteria:
a) L1 will be selected based on the combined total of evaluated price for Part B &quoted price for Part A

b) Contract will be awarded on the basis of negotiated total quoted value of bidder (PartA + Part B)

1.30 Additional Performance Security for Unbalanced offer - In event of bid price being considered unbalanced in case of rates being higher or lower than 15 % of the reasonable rates as may be considered by RSCL, then RSCL shall direct the bidder to deposit separately additional performance security deposit for the amount of unbalanced contract value in addition to regular performance/ security deposit. This additional performance security shall be released only on completion of the work along with the balance of performance deposit being released.

1.31 Award Criteria

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

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

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

1.33 Notification of Award and Signing of Agreement

1.33.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "contract Price").

1.33.2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 1.34.

1.33.3. The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

1 .33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security (EMD).

1.34. Performance Security

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

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

5% of contract price should be submitted in the form of Bank Guarantee obtained from nationalized Bank, or Demand Draft within 14 days of receipt of letter of

acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money will commence from the first bill onwards @ 7% of bill value from each bill limiting to 5% contract value.

a) On successful completion of purification works and full recovery of Retention money as per this RFP -50%
b) On successful completion of O & M period and full recovery of Retention money as per this RFP – 50%

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

1.35. Corrupt or Fraudulent Practices

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

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:
(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
(ii) 'fraudulent practice" means a representation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(b) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

1.35.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 18.1 of the general conditions of Contract.

1.36 An Bidder shall not have a conflict of interest **(**the **"Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture 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, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) 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 section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding

held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 (bb) 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, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or

iv such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other; or such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Note: Format of JV is provided in the Annexure C of this document.

1.37 Procedure for Submission of Bids

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

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

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

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

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

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

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

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur 492001 on Toll free 18002582502 or email helpdesk.eproc@cgswan.gov.in.

1.37.2 Digital Certificates:

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

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

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

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

The digital certificate isused 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 / Letter of Authority to the user.

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

to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

1.37.3. **Payment of Tender fee and EMD**: The tender fees and EMD has to be paid in DD/ banker's Cheque as defined in this RFP and upload the scan copy of the same in procurement site during bid submission. The original copy of the Tender fee and EMD has to be submitted to RSCL before last date/time of bid submission of 24-Jan.-2018 at 17:30 hrs, please refer the link on the e-Procurement portal https://eproc.cgstate.gov.in

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

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

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

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

1.37.7 **Submit Online Bids**: Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the RFP. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

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

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

The concerned official shall then open the other subsequent documents submitted online by the bidders in the presence of the bidders or their authorized representatives

who choose to be present in the bid opening process or may view opened details online.

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

For any further queries / assistance, bidders may contact:

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

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

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

General

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

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

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

Submission of Bids

Submission of the Tender is online and must be through e-Procurement site. https://eproc.cgstate.gov.in website of CG. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tenderer. The Earnest Money Deposit & Tender document should be submitted to the Tender Inviting Authority on or before 04-March-2018 upto 17:30 hrs.

Technical Bid - Submit the technical proposal as per mentioned in Section "Technical Bid Format" up to 17.30 Hrs on proposal due date of 04/03/2018 at 17:30 hrs. Hard bound copy duly indexed & numbered shall be submitted before the due date of 05/03/2018 at 17:30hrs.

Financial/Commercial Bid - Submit the technical proposal as per the format mentioned in Section "Bid Format" up to 17.30 Hrs on proposal due date of 04/03/2018 at 17:30 hrs.

SECTION III – BIDDING FORMATS

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

STATEMENT OF BIDDING FORMATS

S. No.	Description	Statement
1	Form of Technical Bid	
2	Form of financial Bid	Envelope-B
3	Statement showing the similar works completed in the last Seven Years. i.e. for a period starting from 01/04/2010and ending one month prior to Bid Submission Date	Statement A
4	Statement showing the similar works on hand / in progress. On Date	Statement B
5	List of Key Technical Staff Employed by the firm on Date	Statement C
6	Details of Financial Information.(Alternatively , Audited Annual reports of Last Three years cab be produced)	Statement D
7	Solvency Certificate from a Nationalized/Scheduled Bank (except co-operative banks)	Statement E
8	Projects Under Execution or Awarded/LOI Issued.	Statement F
9	Performance report of works referred in form C & D should be duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress	Statement G
10	Details of structure and organization	Statement H
11	Details of technical & administrative personal to be employed for the Work (refer clause No. 2.14 Special conditions of contract.	Statement I
13	Litigation Details	Statement J
14	Site visit certificate	Statement K
15	Affidavit	Statement L
	Format of Joint Venture is provide in Annexure-C	

SPECIMEN FOR FORM OF TECHNICAL BID

(To be executed on bidder's letter head)

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

Subject :"Lake purification and restoration with Bioremediation or Equivalent technology including O & M for 5 years, Under "SMART CITY MISSION" Raipur (C.G.)-2nd Call

Dear Sir,

With reference to your Tender document dated 19/02/2018, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Contractor for the electrification of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
3. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the BID.
4. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the JV partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.
6. I/ We declare that:
   a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer; and
   b) I/We do not have any conflict of interest in accordance with Clauses 1.36, Section II, Instruction to bidders of the Tender document; and
   c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 1.35-Section II, Instruction to bidders of the Tender document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Employer or any other public-sector enterprise or any government, Central or State; and
   (a) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of 1.35 of Section II, ITB of Tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(b) the undertakings given by us along with the Application in response to the Tender for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 1.32of Section II, ITB of Tender document.
8. I/We believe that we/our Joint Venture satisfy(s) the Required Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the Tender document.
9. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory Authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.
14. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Employer being liable to us in any manner whatsoever.
15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/ We have studied all the Bidding Documents carefully and also surveyed the [project roads and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
18. I/ We offer a BID Security of Rs. ----- crore (Rupees ---------- only) to the Employer in accordance with the Tender Document.

19. The BID Security in the form of a Demand Draft/Banker's Cheque/ BG is attached.
20. The documents accompanying the Technical BID, as specified in the tender document, have been submitted in separate files.
21. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
22. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
23. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
24. I/We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement.
25. I/ We shall keep this offer valid for 90 (Ninety) days from the BID Due Date specified in the Tender Document.
26. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

Date:
Place:

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

Letter comprising the Financial BID

Dated:

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

Sub: BID for Subject "Lake purification and restoration with Bioremediation or Equivalent technology including O & M for 5 years**, Under "SMART CITY MISSION" Raipur (C.G.)** -2nd Call

Dear Sir,

With reference to your Tender document dated 08/01/2018, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1 I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

2. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

3. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

5. I/ We shall keep this offer valid for 90 (Ninety) days from the BID Due Date specified in the RFP.

6. I/ We hereby submit our BID and offer a BID Price ONLINE for undertaking the aforesaid Project in accordance with the Bidding Documents (Financial Bid Form).

Yours faithfully,

Date:
Place:

(Signature, name and designation of the Authorised Signatory)

Name & seal of Bidder/Lead Member:.....
Class III DSC ID of Authorised

Signatory :.....

STATEMENT - A

Statement showing the similar works completed in the last seven years.

i.e. for a period starting from 01/04/2010 and ending one month prior to Bid Submission Date

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

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

Signature of contractor

STATEMENT - B

Statement showing the similar works on hand / in progress.

i.e. for a period starting from 01/04/2010 and ending one month prior to Bid Submission Date

S.No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work done	Time limit in year and Months		Reasons for delay in completion of work	Remarks
						Target Date	% Progress till Date		Original Y M	Extended (if any) Y M		
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11

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

Signature of the Contractor:-

STATEMENT – C

List of Main **Technical Staff** Employed by the firm on Date

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

Place: Signature of the Contractor

Date: with full address

STATEMENT - D

FINANCIAL INFORMATION

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

General Construction Experience Record

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

S.No.	Description of Item	2014-15	2015-16	2016-17
i	Gross annual turnover on Construction worth			
ii	Annual Net Worth			
iii	Profit / Loss			
iv	Financial arrangements for carrying out the proposed work			
V	Solvency certificate from bankers of applicant Form 'B'			
Tax	Clearance certificate under the relevant act.			

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

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

Sign. of Chartered Accountant with seal.

STATEMENT - E

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

(Solvency certificate from a schedule bank)

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

INR_____(INR_____)

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

(Signature) For the Bank

NOTE:

1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering Employer.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

STATEMENT - F

PROJECTS UNDER EXECUTION OR AWARDED/LOI ISSUED.

TILL LAST DATE OF SUBMISSION OF TENDER

S.No.	Name of work /Project and Location	organization	Cost of Work in Crores	Commencement as per contract	date of completion	Up to date amount of the work executed (INR)	Slow progress if any & reason thereof	Name & Address/ Telephone of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

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

Signature of Applicant(s)

STATEMENT - G

PERFORMANCE REPORT OF WORKS REFERRED TO IN FOR "A, A1 & B"

1. S No.

2. Name of work/Project and Location
3. For Civil and other relevant surface water treatment works:

    (i) **Lake purification & restoration works**
    a) Center & State Governments
    b) CPWD /PWD
    c) Corporation / Smart city
4. Agreement No.
5. Client name:
6. Amount of Work:
7. Date of Starting of project:
8. Stipulated date of completion:
9. Actual date of completion:

10. Completion cost:
11. Justification for Delay, if any:
12. Amount of compensation

    a. Levied for delayed completion if any

    b. Amount of reduced rate items, if any

13. Litigation tendency:
14. Feedback from client:

(i) Quality of work	Very good		Good		Fair		Poor
(ii) Finance Soundness	Very good		Good		Fair		Poor
(iii) Technical Proficiency	Very good	☐	Good	☐	Fair	☐	Poor
(iv) Resourcefulness	Very good	☐	Good	☐	Fair	☐	Poor
(v) General behavior	Very good	☐	Good	☐	Fair	☐	Poor

Third party feedback, if any:-

Signature of applicant **Signature & stamp of client**

Note: This Form shall be submitted notarized and scan copy of each work entered shall be uploaded.

***Self attested copies of documents in support of work executed to be provided.**

STATEMENT – H

DETAILS OF STRUCTURE & ORGANISATION

1.	Name & address of the applicant	
2	Telephone No./Telex No./Fax no.	
3	Legal status of the applicant(attach copies of original document defining the legal status(s). (a) an individual. (b) A proprietary firm (c) A firm in partnership (d) A limited company or corporation.	
4	Particulars of Registration with various Government bodies (attach attested photocopy). (a) Registration number. (b) Organization/Place of Registration 1. 2. 3.	
5	Name and titles of Directors & officers with designation to be concerned with this work.	
6	Designation of individuals authorized to act for The organization.	
7	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so give the name of the project and reason of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm every abandoned the awarded work before its completion? If so, give name of the project and	

	reason for abandonment.	
9	Has the applicant or any partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so give details.	
10	Has the applicant or any constituent partner in case of partnership firm ever been convicted by Court of Law? If so, give details	
11	In which field of Lake purification work you claim specialization and interest.	
12	Any other information considered necessary but not included above.	

Sign of the applicant

STATEMENT – I

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

S. No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience of details of work carried out	How these would be involved in this work.	Remark
1	2	3	4	5	6	7	8	9

Sign of the applicant

Note : - (1) Attested Copies of Educational & experienced Certificates attached.

(2) It is mandatory to furnish details in this format only.

(3) To be submitted during Detailed Engineering

Enclosure : - 1) Photograph

2) Educational Certificates

3) Experience Certificates

STATEMENT – J

LITIGATION DETAILS

Name of applicant / or parties:

Applicant should provide information on any History of litigation or arbitration resulting from contracts executed in last five years or currently under execution:

S. No.	Year	Award for/against applicant	Name of client, cause of litigation & matter of dispute	Disputed Amount in INR	

NOTE:-

The above information shall be supported with necessary documents otherwise the same shall be treated as null & void.

If the information to be furnished in this schedule will not be given & come to the notice subsequently will result in disqualification of bidder.

Sign of the applicant

STATEMENT – K

Site Visit Certificate

I/we_____, authorized representative of M/s

_____ have visited the site of the proposed;

"Lake purification and restoration with Bioremediation or Equivalent Technologyin Telibandha Lake, Raipur including O & M for 5 year and 5 year DLP with O & M period, Under "SMART CITY MISSION" Raipur (C.G.) -2nd Call

We have inspected and evaluated all the Area as mentioned in Tender document with reference to its location, shifting of services, and all other works as mentioned in tender document. We have understood the Scope of Work and shall carry the work as per Tender terms and Conditions. We have submitted this offer after satisfying ourselves about the local conditions, local costs, etc.

Sign of the applicant

STATEMENT – L

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituent partners are blacklisted by any of the Govt./Semi Govt. institutions and not have abandoned any work of multistoried buildings / Infrastructures works in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.
3. We further testify all information's provided in the Tender including the statements made from Statement A to Statement L are factually correct and any mis-representation or concealment if discovered, we understand the same shall result in disqualification as Bidder and the decision of MANAGING DIRECTOR Raipur Smart City Limited shall be final and binding.
4. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the RSCL to verify our statements or our competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of RSCL.
6. The RSCL and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorisation to any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.
7. We have read and understood Tender document and agree to terms & conditions specified in tender document. We have understood the Scope of Work and shall carry the work as per Tender terms and Conditions. We have submitted this offer after satisfying ourselves about the local conditions, local costs, etc.

_____

Signed by an Authorized Officer of the Firm

_____

Title of Officer

_____

Name of Firm

_____

Date

Note: The affidavit format as indicated above to be furnished on non judicial stamp

Paper of **Rs*.100. And duly notarized.***

VOLUME – II

SECTION IV –SCOPE OF WORK

1.1 To provide Lake purification & restoration with Bioremediation or Equivalent technology in TELIBANDHA LAKE, Raipur under the scope of this project.

The project is purely focused upon the reinstating the natural ecosystem and making the water quality adequate to support life, with a clear and straight forward objective to remove all harmful aquatic weeds, increase the Dissolved Oxygen (DO) level, reduce Biochemical Oxygen Demand (BOD) and Chemical Oxygen Demand (COD), significant reduction of nutrient elements (like Nitrogen and Phosphorus access of which is harmful for aqua life) to balance the ecology, and plantation of *Phyllostachys Pubescens* or other similar species for natural air purification and CO_2 absorption. The bidder has to ensure physical cleaning of floating material/weeds/ceremonial Pooja material prior to the installation of Bio-remediation system.

Scope of work is not just to clean water, but also restore the natural ecological balance of the water body; therefore the process of conservation & reverse eutrophication should be free from any kind of indulgence of machines / chemicals that could disturb the ecological balance of the aquatic life forms. The process adopted for remediation of the water body must be a biological process free from mechanical / chemical intervention in the water. The process must be in-situ biological water remediation.
It is important that the Quantitative estimate/assessment for removal of bottom sludge by bio-logical operations over the contract period should be produced by the Bidder to the concerned authority during bidding stage.

The lake shall NOT be dried in the process.

Specifications for reverse Eutrophication of lake using in-situ bio remediation or equivalent technology

Inflow water quantification, flow control arrangements and purification by remediation has to done through biological means such as using phytorid beds/biomass dosing or any other equivalent means. The lake should be treated by in-situ Bioremediation or equivalent techniques incorporating bio oxygenation and bio–augmentation preferably by aerobic processes. The reverse eutrophication process shall be started within 15 days from the date of LOA. The lake water quality within 3 months of the start of the reverse eutrophication process must have the following parameters:

I. The water quality must be achieved as per norms laid down by the Ministry of Environment and Forests, for inland surface water bodies is presented in Table 6:

Table 2- Parameters to be achieved in lake

S. No.	Parameters for Inland Surface Water	Limiting Standards
1	Ph	6.5 to 8.5
2	Biochemical Oxygen Demand @ 27 ºC, 3 day, mg/ltr	Less than 20
3	Chemical Oxygen Demand, mg/ltr	Less than 50
4	Total Suspended solids (TSS), mg/ltr	Less than 10
5	Ammonical Nitrogen (NH4-N), mg/ltr	Less than 5
6	Total Nitrogen, N-Total, mg/ltr	Less than 10
7	Feacal colliforms, MPN/100ml	<230
8	Total Phosphate (mg/l)	Less than 2
9	Total residual chlorine, mg/ltr	1

II. The bidder must maintain above parameters for total period of 5 years after complete installation where water quality analysis shall be carried out for every **three** months (i.e., quarterly) by NABL accredited labs / government organization / agencies. Payments shall be based on achieving water quality parameters as mentioned in above table.

III. The bidders must submit their strategy to achieve these goals and also maintain it for 5 years. Once the biodiversity is stabilized the maintenance dosage as required must be adhered to.

IV. Since the water sources for the water bodies themselves are a source of contamination, an inclusive planning and remediation technique must be adhered to.

V. Any product used for the bio-remediation must be certified by the Indian Institute of Toxicology Research, Lucknow (CSIR-IITR) or any other Govt. approved agency, to the satisfaction of the Engineer in-charge, for being safe to be used in the water bodies.

VI. Bidders should note that scope of this work do not include any activities related to fish culture, fishing & relevant activities & successful bidder will not allow anybody to carry out such activities during tenure of the contract. All rights for fish culture, fishing & relevant activities are with RSCL.

VII. Bidder has to measure & verify the sewage inflow at inlet-1 & at inlet-2 at his own cost before starting the assignment.

VIII. Site information provided in tender is indicative in nature. Bidders are advised carry out their own assessment before submission of bid.

IX. Bidders may carry out their own assessment of influent water quality before submission of bid.

X. Bidders are free to use bio remediation or equivalent technology (as an alternate to conventional sewage treatment process) for in situ treatment of lake water without drying the lake or use of mechanical means for desilting.

XI. Water sampling would be carried out by the bidder as per the instruction of Engineer-in-charge to capture intra-day, horizontal and vertical variation in water quality.

XII. The technology should preferably propose eco-friendly technology which subsequently focuses on ecological enhancement in addition to lake water treatment.

XIII. The technology proposed should preferably be focusing on enhancement of lake aesthetics along with purification.

XIV. The technology proposed should also mandatorily inculcate treatment process of incoming sewage (as per standards laid down) before the discharge into the lake.

XV. The technology should be eco-friendly which should consume minimum external power usage.

XVI. Arrangement for Water and Power supply (incoming feeder) required for purification should be borne by the contractor. During O&M, RSCL will provide the same for the contractor. The bulk feeder is available near proposed site for further arrangement by bidder.

XVII. Site Office should be constructed and maintained by the bidding agency during the period of contract.

1.2 Bidder has to carry out maintenance of the scope of work for the period specified in this tender document. Responsibility of the bidder during maintenance period will be as under.

1.2.1 Maintain the completed work as per requirement of for the entire duration of maintenance period.

1.2.2 During maintenance period Bidder will be responsible for watering relevant activities and maintain required water quality standards till commencement of maintenance period lies with the bidder.

1.3 Indicative proposed location of Treatment Plant for inflow sewage is attached in Annexure-B

SECTION V – GENERAL CONDITIONS OF CONTRACT

CLAUSE 1

DEFINITIONS AND INTERPRETATION

The following definitions and interpretations shall be inclusive of the scope of definitions as per trade practice and rules of interpretation as acknowledged by law.

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning as described there to herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules. For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings), provided, however, that the terms defined in attached Documents, including but not limited to the Agreement, shall have the meanings specified in such document.

1.1.1 Definitions (for incorporated words)

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings herein after respectively assigned to them:

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"Affiliate" means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"Agreement" means this Agreement, its Recitals, the Schedules here to and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or

maintained under Applicable Laws in connection with the construction, operation and maintenance of the Work during the subsistence of this Agreement;

"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 Crore (Rupees one thousand Crore) or any other bank acceptable to the Raipur Smart City Limited;

"Base Date" means the last date of that calender month, which date precedes the Bid Due Date by at least 28 (twenty eight) days;

"Bid" means the documents in their entirety comprised in the bid submitted by the [selected bidder/Consortium] in response to the Request for Proposals in accordance with the provisions thereof;

"Bid Security" means the bid security provided by the Contractor to the Raipur Smart City Limited in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

"Change in Law" means the occurrence of any of the following after the Base Date:

a) the enactment of any new Indian law;
b) the repeal, modification or re-enactment of any existing Indian law;
c) the commencement of any Indian law which has not entered into effect until the Base Date;
d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date; or

"Commencement Date" means the first date on which the contractor starts mobilizing his resources Men and/or Machineries and/or Material at site.

"Consortium" means the consortium of entities which have formed a joint venture for implementation of this Project;

"Contractor" shall have the meaning attributed there to in the array of Parties here in above as set forth in the Recitals;

"Defect" means any defect or deficiency in Electrical work or any part thereof,which does not conform with the Specifications and Standards.

"Document" or **"Documentation"** means documentation in printed or written form, Orin tapes, discs, drawings, computer programme, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Emergency" means a condition or situation that is likely to endanger the safety or security of the individuals on or about the work, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to The Work, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar / arrangement under any insurance policy pertaining to the works.

The **"EIC"** shall mean the Engineer-in-charge i.e. officer of RSCL who is designated as such for the time being in whose jurisdiction the work lies.

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, RMC, RSCL, and other local statutory body including *panchayat* underthe control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Work or the performance of all or any ofthe services or obligations of the Contractor under or pursuant to this Agreement;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Contractor and includes all insurances required to be taken out by the Contractor but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programme and manuals, drawings, copyright (including rights in computer software), database rights, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Interim Payment Certificate" or **"IPC"** means the interim payment certificate issued by the Raipur Smart City Limited for payment to the Contractor in respect of Contractor's claims for payment raised in accordance with the provisions of this Agreement;

"Lead Member" shall, in the case of a consortium, mean the member of such consortium who shall have the Raipur Smart City Limited to bind the contractor and each member of the Consortium; and shall be deemed to be the Contractor for the purposes of this Agreement;

"LOA" or **"Letter of Acceptance"** means the letter of acceptance of offer.

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"MEPF" shall mean Mechanical, Electrical, Plumbing and Fire-fighting system consultant who is designated as such for the time being in whose jurisdiction the work lies.

"Materials" are all the supplies used by the Contractor for incorporation in work or forthe maintenance of the Work;

"Parties" means the parties to this Agreement collectively and "Party" shall mean anyof the parties to this Agreement individually;

"Performance Security" shall have the meaning as given in the contract

"Plant" means the apparatus and machinery intended to form or forming part of work;

"Project" means the Construction and maintenance of the Work in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"Proposal Due Date" means the last date declared by Employer for online submission of the proposal;

"Project Completion Date" means the date on which the Provisional Certificate is issued and in the event no Provisional Certificate is issued, the date on which the Completion Certificate is issued;

"Project Completion Schedule" means the progressive Project Milestones for completion of the Work on or before the Scheduled Completion Date;

"PMC" shall mean Project Management Consultant who is designated supervision agency during execution of this project.

"RSCL" shall mean Raipur Smart City Limited in whose jurisdiction the work lies, represented by Managing Director.

"Re.", "Rs." or **"Rupees"** or **"Indian Rupees"** means the lawful currency of the Republic of India;

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Work, and any modifications thereof, or additions thereto, as included in the design and engineering for the Work executed

"Sub-contractor" means any person or persons to whom a part of work or the Maintenance has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

"Nominated Sub-contractor" means any person or persons having specific experience of work to whom a part of work has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

"Termination" means the expiry or termination of this Agreement;

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"TPI" shall mean Third party inspection consultant who is designated for quality monitoring of material & workmanship during execution of this project.

"WPI" means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending withthe preceding month.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

e) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to "whether or not they are followed by such phrases;

f) References to "Scope of Work" include, unless the context otherwise requires, survey and investigation, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, safety measures, testing, and commissioning of the Project, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and "construct" or "build" shall be construed accordingly;

g) references to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental there to during the Construction Period, and "develop" shall be construed accordingly;

h) any reference to any period of time shall mean a reference to that according to Indian standard time;

i) any reference to day shall mean a reference to a calendar day;

j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

k) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

l) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

m) the words importing singular shall include plural and vice versa;
n) references to any gender shall include the other and the neutral gender;
o) "lakh" means a hundred thousand (100,000) and "Crore" means ten million (10,000,000);
p) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
q) references to the "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
r) save and except as otherwise provided in this Agreement, any reference, at anytime, to any agreement, deed, instrument, license or document of any Description shall be construed as reference to that agreement, deed, instrument, license orother document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the RSCL here under or pursuant here to in any manner whatsoever;
s) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the RSCL s Engineer shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the EIC, as the case may be, in this behalf and not otherwise;
t) all the documents forming part of the contract shall be treated as integral whole and each one shall be in addition to being supplementary shall also be treated as complimentary to all other parts to the extent that the overall meaning and interpretation thereof shall be in conformity with the intention and purpose of this agreement.
u) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence, inviting all the liabilities attached to the requirement to the performance in terms of Liquidated Damages.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the RSCL shall be provided free of cost in Five copies.

1.3 Measurements and arithmetic conventions

1.3.1 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal Places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

a) this Agreement; and

b) all other agreements and documents forming part hereof or referred to herein; i.e. this Agreement at (a) above shall prevail over the agreements and documents at (b).

1.4.2 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
c) between any two Schedules, the Schedule relevant to the issue shall prevail;
d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
f) Between any value written in numerals and that in words, the latter shall prevail.

CLAUSE 2

THE EMPLOYER

2.1 Right to Access the Site

The Employer shall give the Contractor right of access to, and possession of, all parts Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive of the to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programmed submitted under Sub-Clause 8.3 [Programme].

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 23.1[Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.5, and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Employer's representative

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

a) co-operate with the Contractor's efforts under Clause 4.0, and
b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 21.1 GCC and under Sub-Clause 5.1 SCC

2.3 Permits, Licenses or Approval

The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

a) Make available copies of the Laws which are relevant to the Contract but are not readily available, and
b) obtaining any permits, licenses or approvals required by the Laws of state/central Government which the Contractor is required to obtain:

CLAUSE 3

THE ENGINEER

3.1 Employer shall appoint the Engineer who shall carry out the duties assigned to Authority him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

(a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
(b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
(c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and

(d) any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

(A) Agreeing or determining an extension of time and/or additional cost.
(B) instructing a Variation, except in an emergency situation as determined by the Engineer, or
C) Sub-Clause 11.1: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 11.2.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer

3.2 The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter. Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;
b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 11 shall apply. The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

a) gives an oral instruction,
b) Receives a written confirmation of the instruction, from (or on behalf of) the then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).
c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation

Then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

3.4 Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.4 to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 23 [Claims, Disputes and Arbitration].

CLAUSE 4

OBLIGATIONS OF THE CONTRACTOR

4.1 Obligations of the Contractor

4.1.1 Subject to and on the Terms, Conditions. Provisions and Representation of this Agreement, the Contractor shall undertake the survey, investigation, procurement, construction, and maintenance of the Work and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

4.1.3 The Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

4.1.4 The Contractor shall remedy any and all loss or damage to work from the commencement until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Raipur Smart City Limited

4.1.5 The Contractor shall remedy any and all loss or damage to work during the Defects Liability Period at the Contractor's cost to the extent that such loss or damage shall have arisen out of the reasons specified in contract.

4.1.6 The Contractor shall remedy any and all loss or damage to work during the Maintenance Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Raipur Smart City Limited or on account of a Force Majeure Event.

4.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: -

Ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice; Keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The Raipur Smart City Limited and its authorised personnel shall have the right of access to all these documents at all reasonable times; Cooperate with other contractors employed by the RSCL and personnel of any public RSCL; and Not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the RSCL or of others.

4.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test work.

4.1.9 The Contractor shall maintain all records as per Instructions of Engineer in Charge.

4.2 Obligations relating to sub-contracts and any other agreements

4.2.1 The Contractor shall not sub contract any part or portion of the actual construction to any sub contractor without prior permission of the RSCL which shall ordinarily not withhold any reasonable request thereof if the same is found in opinion of RSCL to be in interest of the work.

4.2.2 In the event, any sub contract is approved by RSCL the entire responsibility and liability as contained in the original contract shall continue to remain unaltered and diluted and the contractor shall be completely and fully responsible to RSCL as is RSCL is having no privity of contract with the sub contractor.

4.2.3 It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

4.3 Contractor's personnel

4.3.1 The Contractor shall ensure that the personnel engaged by him or by his Sub-contractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.

4.3.2 The EIC may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel. Any direction issued by the EIC shall specify the reasons for the removal of such person.

4.3.3 The Contractor shall on receiving such a direction from the EIC order for the removal of such person or persons with immediate effect. The Contractor shall further ensure that such persons have no further connection with work or Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) are Placement.

4.3.4 In case RSCL instructs Contractor for removal of person or persons, Contractor shall replace them with equal of better credentials within two weeks.

4.4 Contractor's care of work

The Contractor shall bear full risk in and take full responsibility for the care of work, and of the Materials, goods and equipment for incorporation therein, from the Date of entry upon the site until the date of completion, defect liability, maintenance period as specified or date of final taking over certificate whichever is the last date.

4.5 Electricity, water and other services

The Contractor shall be responsible for procuring of all power, water and other services that it may require.

4.6 Representations and warranties of the Contractor

The Contractor represents and warrants to the Raipur Smart City Limited that:

a) it is duly organized and validly existing under the laws of India, and has full power to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby ;

b) it has taken all necessary corporate and/or other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;

e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and CLAUSEs of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

g) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may

give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

h) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

i) no representation or warranty by it contained herein or in any other document furnished by it to the RSCL or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

j) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the RSCL, in connection therewith;

k) all information provided by the {selected bidder/ members of the Consortium} in response to the Bid or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

l) Nothing contained in this Agreement shall create any contractual relationship or obligation between the Raipur Smart City Limited and any Sub-contractors or agents of the Contractor.

CLAUSE 5

PERFORMANCE SECURITY AND RETENTION MONEY

5.1 Performance Security

5.1.1 The Contractor shall for the performance of obligations here under during the Construction Period shall provide to Raipur Smart City Limited, within 15 (Fifteen) days from issuance of Letter of Acceptance, an irrevocable and unconditional guarantee for an amount equal to 5% (five percent) of the Contract Price from a nationalized bank in the form set forth in Schedule attached (the “Performance Security”). The such Performance Security deposit shall be valid until 60 (sixty) days after the completion of DLP. Till such Performance Security is obtained from Raipur Smart City Limited, the EMD will not be released and the said amount of EMD may be forfeited if performance security is not deposited within **15 days** from the date of Letter of Acceptance.

5.1.2 Not with standing anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions and within the time specified therein or such extended period as may be provided by the RSCL, in accordance with the provisions, the RSCL may encase the Bid Security and appropriate the proceeds thereof as Damages, and there upon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

5.1.3 Performance security will be released as specified in Conditions of particular application.

5.2 Extension of Performance Security

The Contractor may initially provide the Performance Security for entire project period including DLP(5.5 years) ; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 1 (one) month prior to the date of expiry thereof.

5.3 Retention Money

5.3.1 From every payment for Works due to the Contractor in accordance with the provisions, the RSCL shall deduct 7% (seven per cent) limiting to 5% contract value thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period.

5.3.2 Upon occurrence of a Contractor's Default, the Raipur Smart City Limited shall, without prejudice to its other rights and remedies here under or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

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5.3.3 The Retention money will be released as specified in Section VIII -Contract Data

CLAUSE 6

RIGHT OF WAY

6.1 The Site

The site of the Work (the "Site") shall comprise the site described in contract in respect of which the Right of Way shall be provided by the Raipur Smart City Limited to the Contractor.

6.2 Special/temporary Right of Way

RSCL shall provide all Right of Ways in connection with access to the Site/labour camps/storage yards etc.

6.3 Access to the Employer and his Engineer

6.3.1 The Right of Way given to the Contractor hereunder shall always be subject to the right of access of the RSCL and the RSCL'S Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

6.3.2 The Contractor shall ensure, subject to all relevant safety procedures, that the RSCL has un-restricted access to the Site during any emergency situation, as decided by the RSCL's Engineer.

6.4 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for work, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Raipur Smart City Limited or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from

removing or damaging such interest or property and shall inform the Raipur Smart City Limited forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Raipur Smart City Limited. It is also agreed that the Raipur Smart City Limited shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

CLAUSE 7

UTILITIES AND TREES

7.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the Raipur Smart City Limited of the controlling body of that road, right of way or utility.

7.2 Shifting of obstructing utilities

The Contractor shall, in accordance with Applicable Laws cause shifting of utility (including electric lines, water pipes and telephone cables) to an approved location or alignment. Contractor shall not be paid separately for the same.

7.3 Felling of trees

The RSCL shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the RSCL for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Work. The cost of such felling shall be borne by the contractor. The Parties here to agree that the felled trees shall be deemed to be owned by the RSCL and shall be disposed in such manner and subject to such conditions as the RSCL may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the RSCL within the time specified in the Agreement.

CLAUSE 8

DESIGN AND CONSTRUCTION OF THE WORK

8.1 General Design Obligations

8.1.1 The Employer shall carry out, and be responsible for, the design of work from qualified designers who are Engineer or other professionals who comply with the Criteria.

8.2 Drawings

Submission of Drawings:

Tender drawings prepared by Employers are based on preliminary survey. Contractor has to carry out topographic survey & based on survey data Contractor shall prepare 'X' sections @ 10 mtr intervals along with detailing of existing above ground utilities & get the same approved from Employer/PMC.

Within 30 days from the Commencement Date the Contractor shall start submitting drawings, construction documents, etc., for review and approval by the Employer's Representative. **Contractor shall prepare detailed Programme in MS Project software and get it approved from EIC/PMC.**The Contractor shall submit all the Drawings as per Schedule approved by the Employer.

8.3 Intellectual Property Rights

The intellectual property rights in respect of drawing and all that is relevant to the concept of rights shall be vested in RSCL.

8.4 Construction of the Work

8.3.1 The Contractor shall construct the works as specified, and in conformity with the Specifications and Standards set forth in the contract. The Contractor shall be responsible for the correct positioning of all parts of work, and shall rectify any error in the positions, levels, dimensions or alignment of work. and the Contractor agrees and undertakes that the construction shall be completed on or before the scheduled Completion Date, including any extension thereof.

8.3.2 The total price of the works shall be initially the price as indicated in the offer acceptance letter unless the same is modified or changed by Raipur Smart City Limited in view of any modification or change brought about after final approval of drawing, and actual execution of the work. It is clearly understood that the payment will be based on actual work done quantities.

8.5 Construction Programme

The contractor shall submit a detailed programme in MS projects software within 15 days after receiving the letter of acceptance. Whenever necessary, contractor shall

also submit a revised programme indicating how he plans to catch up with the slippages. Each programme shall include the order in which he intends to carry out the work including the anticipated timing of procurement, deployment of resources and quantities involved. The programme will be projected as Bar Chart / CPM – Net work presentation. Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. The programme should include deployment of financial resources commensurate with the work planned each month. If at any time actual progress is too slow to achieve target programme and/or progress has fallen behind the current programme then the engineer may instruct the contractor to submit revised programme with plan to mitigate time.

8.6 Extension of time for completion

8.6.1 The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified separately. However, it has been agreed between the parties that in event of any variation or change taking place affecting the time of completion, time adjustment shall be made by Raipur Smart City Limited for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the RSCL.

8.6.2 If contractor considered himself to be entitled to an extension of time for completion, the contractor shall give engineer a notice within 7 days from the cause justifying such extension indicating the period justified. The engineer of RSCL shall evaluate the Time Impact and make an adjustment in time for completion. Such extension, it is reiterated shall not be associated with any compensation or claim for delay being pressed by the contractor.

8.7 Liquidated Damage/Delay Damages

If contractors fail to comply with time for completion the contractor being given notice to make good the time fails to do so to the satisfaction of engineer he shall be liable to pay LD/Delay Damages for the default. The Delay Damages shall be the sum stated in Bidding data which shall be payable for delay for each week that is caused incompletion. The total amount of such delay damages shall not exceed the amount named in the Contract data. It is agreed between the parties that the amount so named and the limit so fixed as compensation is the true and correct estimated damage caused to Raipur Smart City Limited resulting from extension of time and which otherwise is not subject to any arithmetic computation. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.

CLAUSE 9

QUALITY ASSURANCE, MONITORING AND SUPERVISION

9.1 Quality of Materials and workmanship

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

9.2 Quality control system

9.2.1 The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

9.2.2 The Contractor shall, within 30 (thirty) days of the commencement Date, submits to the EIC its Quality Assurance Plan which shall include the following:

a) organization, duties and responsibilities, procedures, inspections and documentation;

b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance Criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and preformed for testing and calibration in accordance with Good Industry Practice; and

c) Internal quality audit system.

The RSCL/PMC shall convey its comments to the Contractor within a period of 15 (fifteen) days stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions in the contract.

9.2.3 The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.

9.2.4 The cost of testing of Construction, Materials and workmanship shall be borne by the Contractor.

9.3 Methodology

9.3.1 The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the RSCL/PMC for review the methodology proposed to be adopted for executing work, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The RSCL/PMC shall review and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

9.4 Inspection and technical audit by the RSCL

9.4.1 The RSCL/PMC or any representative authorised by the RSCL in this behalf may inspect and review the progress and quality of the construction of Work and issue appropriate directions to the RSCL/PMC and the Contractor for taking remedial action in the event work are not in accordance with the provisions of this Agreement.

9.5 External technical audit

9.5.1 At any time during construction, the RSCL may appoint an external technical auditor to conduct an audit of the quality of work. The findings of the audit, to the extent accepted by the RSCL shall be notified to the Contractor and the EIC for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit here under. Notwithstanding anything contained in the contract, the external technical audit shall not affect any obligations of the Contractor or the EIC under this Agreement.

9.6 Inspection of construction records

9.6.1 The RSCL/PMC shall have the right to inspect the records of the Contractor relating to work.

9.7 Progress reports

9.7.1 During the Construction Period, the Contractor shall, no later than 7 (seven) days after the close of each month, furnish to the RSCL a monthly progress report on progress of work in the format given elsewhere in this tender and shall promptly give such other relevant information as may be required by the RSCL/PMC. Apart from this Contractor has to submit daily & weekly progress reports in the format given elsewhere in this tender.

9.8 Examination of work before covering up

In respect of the work which the RSCL/PMC is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the RSCL/PMC whenever any such work is ready and before it is covered up. The RSCL/PMC shall then either carry out the examination, inspection or testing without unreasonable delay or promptly give notice to the Contractor that the RSCL/PMC does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the RSCL/PMC to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the RSCL/PMC within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the RSCL/PMC, the

Contractor shall be entitled to assume that the RSCL/PMC would not undertake the said inspection.

9.9 Rejection

9.9.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the RSCL/PMC shall reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that there placed item complies with the requirements of this Agreement.

9.9.2 If the RSCL/PMC requires the Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the RSCL to incur any additional costs, such cost shall be recoverable by the RSCL's from the Contractor; and may be deducted by the RSCL from any means due to be paid to the Contractor.

9.10 Remedial work

9.10.1 Not with standing any previous test or certification, the RSCL/PMC may instruct the Contractor to:

a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;

b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and(c) execute any work which is urgently required for the safety of the Work, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event.,

9.10.2 If the Contractor fails to comply with the instructions issued by the RSCL/PMC, within the time specified in the RSCL/PMC's notice or as mutually agreed, the RSCL may have get the work executed by another agency. The cost so incurred by the RSCL for undertaking such work shall, without prejudice to the rights of the RSCL to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the RSCL from any means due to be paid to the Contractor.

9.11 Quality control records and Documents

The Contractor shall hand over to the EIC a copy of all its quality control records and documents before the Completion Certificate is issued.

9.12 Video recording and Photography

During the Construction Period, the Contractor shall provide to the RSCL for every calendar quarter, photographs and a video recording, which will be compiled into a 3(three)-hour compact disc or digital video disc, as the case may be, covering the

status and progress of Works in that quarter. The video recording shall be provided to the RSCL/PMC no later than 15 (fifteen) days after the close of each quarter after the commencement date.

9.13 Suspension of unsafe Construction Works

9.13.1 In event its come to the notice of RSCL/PMC any impending risk to the work or the personnel on and around the project site, the RSCL may by notice require the Contractor to suspend forthwith the whole or any part of work if, in the reasonable opinion of the RSCL/PMC, such work threatens the safety of the Users and pedestrians.

9.13.2 The Contractor shall, pursuant to the notice under contract, suspend work or any part thereof for such time and in such manner as may be specified by the RSCL and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the RSCL/PMC to inspect such remedial measures forthwith and make a report to the RSCL recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the RSCL/PMC, the RSCL shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the RSCL, shall be repeated until the suspension hereunder is revoked.

9.13.3 All costs incurred for maintaining and protecting work or part thereof during the period of suspension shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the RSCL, the Costs shall be borne by the RSCL. However, cost for maintaining and protecting the work for first 30 days, in any event shall be borne by Contractor irrespective of RSCL bringing about the suspension for its own convenience. The quantum of cost for maintenance and protection of the work when payable to the contractor shall be subject to approval of RSCL engineer.

9.13.4 If suspension of Works is for reasons not attributable to the Contractor, the EIC shall determine any Time Extension to which the Contractor is reasonably entitled.

9.14 Setting of site Laboratories:

Setting of Laboratories at project site for calibration of equipment /testing is not required. However water sample testing during O & M period shall be the responsibility of the bidder and testing will be carried out adopting best engineering practice and as directed by Engineer in Charge of RSCL.

9.15 Instructions for Composite Contract:

It will be obligatory on the part of the tenderer to sign the tender documents for all the components. (The schedule of quantities, conditions and specials conditions etc).

In case of breakage of any existing service lines, it shall be immediately attended by the contractor failing which RSCL has full liberty to get work done at the cost and risk

of the contractor over and above repairing charges, penalty as decided by the Engineer in charge shall be imposed and deducted from Bill of the contractor.

9.16 FINAL INSPECTION

After completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that WORK has been completed as per requirement. If any defects noticed in the work are attributable to CONTRACTOR these shall be attended by the CONTRACTOR at his own cost, as and when they are brought to his notice by the Raipur Smart City Limited. The Raipur Smart City Limited shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR, if he fails to attend to these defects immediately.

CLAUSE 10

COMPLETION CERTIFICATE

10.1 Provisional Certificate

10.1.1 Upon completion of all Works forming part of the Work, save and except work for which Time Extension has been granted, the EIC/PMC shall, at the request of the Contractor, issue a provisional certificate of completion if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended there to a list of outstanding items of work (the "Punch List") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Work for which the Provisional Certificate has been issued, within a period of 30 (thirty) days of the date of Provisional Certificate, and those parts of work in respect of which Time Extension has been granted, within the extended period thereof. For the avoidance of doubt, the Parties agree that the Punch List shall include all Works for which Time Extension has been granted and shall also include any minor outstanding items of work forming part of the completed Sections if such works do not materially affect the use of the completed Sections for their intended purpose. The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof.

10.1.2 If the EIC/PMC determines that the Work or any completed part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in operation, it shall forthwith make a report in this behalf and send copies hereof to the EIC/PMC and the Contractor and withhold issuance of the Provisional Certificate until the Defects or deficiencies are rectified by the Contractor and Tests are successful in accordance standard.

10.1.3 Notwithstanding anything to the contrary contained in contract, the RSCL may, at any time after receiving a report from the EIC/PMC under that Clause, direct the EIC/PMC to issue a Provisional Certificate and such direction shall be complied forthwith.

10.2 Completion of remaining Works

All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons solely attributable to the RSCL or due to Force Majeure, the RSCL shall be entitled to recover Damages from the Contractor in accordance with this Agreement.

10.3 Completion Certificate

10.3.1 Upon completion of all Works and on submission of completion certificate by the contractor the EIC/PMC shall forthwith issue to the Contractor a Completion certificate after verification of site..

10.3.2 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the RSCL may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the RSCL.

10.3.3 Without prejudice to the obligations of the Contractor specified, the property and ownership of all the completed Works forming part of the Work shall vest in the RSCL.

10.4 Handing over of Project:

Three months before the likely date of completion of works in all respects including O & M period, contractor shall intimate to the EIC/PMC the following.

a) The contractor(s) shall submit the break-up of cost of construction of different parts of the project In the manner the break up as required to the EIC/PMC
b) The contractors/agency shall lay the services as per approved plan by concern department. On completion of services the contractor /agency will submit the required number of completion plan to various authorities for handing over. The RSCL also reserves the right to withhold the amount which is likely to be payable to these agencies as deficiency charges. The decision of the Engineer-in-charge in this regard shall be final and binding on the contractor(s)/agency(s).

10.5 AS BUILT DRAWINGS AND DOCUMENTATION:

The as built drawings and documents shall be submitted by the contractor in 3 [Three] sets including the drawings supplied by the contractor and the vendor designs if any along with one reproducible media / tracing / soft copies & Failure of such submission within the stipulated time limit attracts the penalty decided by EIC.

CLAUSE 11

VARIATIONS & CHANGE OF SCOPE

11.1 Variations

11.1.1 The RSCL may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make variations/modifications/alterations to work ("Change of Scope") during the progress of work and before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost and adjustment of time.

11.1.2 Change of Scope shall mean: any change that is brought about at the instance of RSCL after the complete drawings has been approved as provided in the contract.
Such change shall be limited to -

(a) change in specifications of any item of Works;

(b) any additional work, Plant, Materials or services which are not originally included in the Scope of the Project.

11.1.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the RSCL of executing, maintaining or operating the Work, improve the efficiency or value to the RSCL of the completed the Work, or (iv) otherwise be of benefit to the RSCL, it shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of addition or reduction in the Contract Price to the RSCL to consider such Change of Scope. The RSCL shall, within 15 (fifteen) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings there for or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express written consent of the RSCL, save and except any Works necessary for meeting any Emergency.

11.2 Procedure for Change of Scope

11.2.1 In the event of the RSCL determining that a Change of Scope is necessary, it may direct the EIC/PMC to issue to the Contractor a notice specifying in reasonable detail work and services contemplated there under (the "Change of Scope Notice").

11.2.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the RSCL and the EIC/PMC such information as is necessary, together with preliminary documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if work or services are required to be carried out during the Construction Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:

(i) break down of the quantities, unit rates and cost for different items of work;
(ii) proposed modifications, if any, to the Project Completion Schedule of the Work. For the avoidance of doubt, the Parties expressly agree that, the Contract Price shall be increased or decreased, as the case may be, on account of Change of Scope.

11.2.3 Upon reaching an agreement, the RSCL shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the RSCL may:

(a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the RSCL till the matter is resolved.

11.2.4 The provisions of this Agreement, in so far as they relate to Works and Tests, shall apply mutatis mutandis to work undertaken by the Contractor.

11.3 Payment for Change of Scope

The payment for change of scope and extra item shall be made as per the Schedule of Rates (SOR) of the relevant year as per which the tender for SOR items are prepared plus or minus --% above/below of estimated tender cost as quoted by the Contractor and for non SOR items the rates will be paid as per market rate + 15% for overheads & profit or as per mutual consent.

11.4 Restrictions on Change of Scope

11.4.1 No Change of Scope shall be executed unless the RSCL has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

11.4.2 Change made because of any default of the Contractor in the performance of its obligations under this Agreement shall not be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

CLAUSE 12

DEFECTS LIABILITY

12.1 Defects Liability Period

12.1.1 Considered as **Five years(5yrs)** starting in parallel with O & M period of 5 years after initial construction period of 6Months.

12.2 Remedying Defects

The Contractor shall repair or rectify all Defects and deficiencies observed by the EIC during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the EIC/PMC, in this behalf, or within such reasonable period as may be determined by the EIC/PMC at the request of the Contractor, in accordance with Good Construction Practice.

12.3 Cost of remedying Defects

For the avoidance of doubt, any repair or rectification undertaken in accordance with the contract, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

(a) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;

(b) improper maintenance during construction of the Work by the Contractor; and/or
(c) failure by the Contractor to comply with any other obligation under this Agreement.

12.4 Contractor's failure to rectify Defects

In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified by the EIC, the RSCL shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Work conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent there on shall, after due consultation with the RSCL and the Contractor, be determined by the EIC. The cost so determined and an amount equal to One hundred twenty percent (120 %) of the cost as Damages shall be recoverable by the RSCL from the Contractor and may be deducted by the RSCL from any means due to the Contractor.

12.5 Contractor to search cause

12.5.1 The EIC may instruct the Contractor to examine the cause of any Defect in work or part thereof before the expiry of the Defects Liability Period.
12.5.2 In the event any Defect is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the EIC, and shall bear the cost of the examination and rectification of such Defect.
12.5.3 In the event such Defect is not attributable to the Contractor, the EIC shall, after due consultation with the RSCL and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the

Contractor, with a copy to the RSCL, and the Contractor shall be entitled to payment of such costs by the RSCL's

12.5.4 Any latent structural defects, if noticed within the defect liability period of ten years, the same shall be rectified at the cost of the contractor.

CLAUSE 13

ENGINEER_IN_CHARGE

13.1 Appointment of the Engineer-In-Charge

13.1.1 The RSCL shall nominate and appoint the Engineer-In-Charge who shall carry out the duties of "Engineer" as are necessary in performance of protection of interest of RSCL as also may enable parties to achieve the work as intended in terms of the contract. The engineer shall have no authority to amend or alter the contract either on time or cost basis.

13.1.2 The appointment of the Engineer-In-Charge shall be made no later than 15 (fifteen) days from the date of this Agreement. The RSCL shall notify the appointment or re-Placement of the Engineer-In-Charge to the Contractor.

13.1.3 The staff of the Engineer-In-Charge shall include suitably qualified engineers and other professionals who are appointed to assist the Engineer-In-Charge to carry out its duties.

13.1.4 In addition to nominating Engineer-In-Charge, RSCL shall be free to engage any agency or individual in capacity of Project Management Consultant/Third Party Inspection agency who shall assist EIC in fulfilling the role and duty of an Engineer as required under the contract.

13.2 Instructions of the Engineer-In-Charge

13.2.1 The Engineer-In-Charge may issue to the Contractor instructions for remedying any Defect. The Contractor shall take such instructions from the Engineer-In-Charge, or from an assistant to whom appropriate authority has been delegated.

13.2.2 The instructions issued by the Engineer-In-Charge shall be in writing. However, if the Engineer-In-Charge issues any oral instructions to the Contractor, it shall confirm in writing the oral instructions within 2 (two) working days of issuing them.

13.2.3 In case the Contractor does not receive the confirmation of the oral instruction within the time specified, the Contractor shall seek the written confirmation of the oral instructions from the Engineer-In-Charge. The Contractor shall obtain acknowledgement from the Engineer-In-Charge of the communication seeking written confirmation. In case of failure of the Engineer-In-Charge or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instruction.

CLAUSE 14

PAYMENTS

14.1 Contract Price

14.1.1 The Contract Price includes all duties, taxes, royalty and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax that may be levied in India (by any of the Government departments) on work execution or profits made by it in respect of this Agreement.

14.1.2 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the Contract data.
The price adjustment shall apply for the work done from the start date given in the Contract data upto end of the initial intended completion date or extensions granted by the Nodal Officer or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor.

14.1.3 Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor’s obligations for work under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Work.

14.1.4 Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor’s obligations for work under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Work.

14.1.5 All payments under this Agreement shall be made in Indian Rupees.

14.2 Advance payment

14.2.1 Employer shall make an interest bearing advance payment, for mobilization and cash flow support, when the Contractor submits a bank guarantee obtained from nationalized bank in accordance with this Sub-Clause. The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

14.3 Interim Payment Statement for Works

14.2.1 Contractor has to submit his Running Account bills on monthly basis. Scrutiny of the interim bills submitted by the contractor will be made by EIC/PMC within period of 20 days & will issue Interim payment certificate.

14.2.2 In case of EIC/PMC have queries related to various claims in the RA Bills or RA Bill is not supported with necessary details, EIC/PMC will return RA Bill to contractor for compliance. Contractor has to resubmit the RA Bill with compliance.

14.2.3 All payment to the contractor, irrespective of amount shall be made direct to the bank account of the contractor through RTGS/NEFT for which necessary details shall be furnished by the contractor.

14.2.4 The EIC/PMC may by an Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate issued by the EIC/PMC.

14.2.3 Payment for Extra – Payment for Extra items / substituted items shall be made only after approval of the extra item by RSCL.

14.4 Time of payment

14.4.1 The RSCL shall pay to the Contractor any amount due under any payment certificate issued by the EIC/PMC.

(a) payment shall be made no later than 30 (thirty) days from the date of certification of the Interim Payment Statement by the EIC/PMC subject to the submission being not required to be referred back to contractor for corrections.
(b) RSCL shall deduct payments against statutory deductions such as TDS, VAT, Cessetc as per rules in force from time to time.

14.5 Final Payment Statement

14.5.1 Within 60 (sixty) days after receiving the Completion Certificate the Contractor shall submit to the EIC for consideration six copies of a Final Payment Statement as per approved format by EIC/PMC (the “Final Payment Statement”) for Works, with supporting documents showing in detail, in the form prescribed by the EIC/PMC:

(a) The summary of Contractor’s interim Payment claims for Works as submitted in accordance with contract;

(b) The amounts received from the RSCL against each claim; and

(c) Any further sums which the Contractor considers due to it from the RSCL.

If the EIC/PMC disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as the EIC/PMC may reasonably require. The EIC/PMC Engineer shall deliver to the RSCL:

14.6 Discharge

Upon submission of the Final Payment Statement for Works, the Contractor shall give to the RSCL, with a copy to the EIC, a written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all means due to the Contractor in respect of this Agreement for all work arising out of this Agreement, except for any means due to either Party on account of any Defect. Provided that such discharge shall become effective only after the payment due has been made in accordance with the Final Payment Certificate issued.

14.7 Final Payment Certificate

14.7.1 Within 30 (thirty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the EIC/PMC shall deliver to the RSCL, with a copy to the Contractor, a final payment certificate (the "Final Payment Certificate") stating the amount which, in the opinion of the EIC/PMC, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the EIC/PMC shall ascertain from the RSCL all amounts previously paid by the RSCL and for all sums to which the RSCL is entitled, the balance, if any, due from the RSCL to the Contractor or from the Contractor to the RSCL, as the case may be.

14.7.2 Pre- Requisites for Payment of Final Bill

1) Contractor should Remove the temporary structures, labor camps, & dispose surplus materials, debris etc lying at work site within 30 days from handing of the work.

2) Contractor should submit No Dues Certificate from revenue authorities related to payment against Royalty for Miscellaneous materials.

14.7.3 The RSCL shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate and in that event no further amount shall ever become due and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.

14.8 Correction of Interim Payment Certificates

The EIC/PMC may by an Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate issued by the EIC/PMC.

14.9 OVERPAYMENT AND UNDERPAYMENT:

Whenever any claim for the payment of a sum to the Raipur Smart City Limited arises out of or under this Contract against the contractor the same may be deducted by the Raipur Smart City Limited from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Raipur Smart City Limited or from any sum due to the contractor with the Raipur Smart City Limited (which may be available with Raipur

Smart City Limited), or from his retention money, or he shall pay the claim on demand. The Raipur Smart City Limited reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

The Raipur Smart City Limited further reserves the right to enforce recovery of any over payment when detected.

If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Raipur Smart City Limited from the contractor by way of all the means prescribed above or if any under payment is discovered by the Raipur Smart City Limited, any amount due to the contractor under this contract or under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the Raipur Smart City Limited on any other contract account whatsoever.

CLAUSE 15

INSURANCE

15.1 Insurance for Works and Maintenance

15.1.1 The Contractor shall affect and maintain at its own cost the insurances as per the requirements of RSCL and Law.

15.1.2 The RSCL and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this contract or cannot be recovered from the insurers.

15.1.3 The Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the RSCL from and against any and all losses, damages, costs, charges and/or claims with respect to:

(a) the death of or injury to any person; or

(b) the loss of or damage to any property (other than work);

that may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of work or the remedying of any Defects therein.

15.1.4 The RSCL shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to

(a) the use or occupation of land or any part thereof by the RSCL;

(b) the right of the RSCL to execute work, or any part thereof, on, over, under, in or through any land;

(c) the damage to property which is the unavoidable result of the execution and completion of work, or the remedying of any Defects therein, in accordance with this Agreement; and

15.1.5 Without prejudice to the obligations of the Parties the Contractor shall maintain or effect such third-party insurances as may be required under the Applicable Laws.

15.2 Notice to the RSCL

No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the RSCL in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with contract and trade practice. Within 15 (fifteen) days of receipt of such notice, the RSCL may require the Contractor, to effect and maintain such other insurances as may be necessary in terms of contract.

15.3 Evidence of Insurance Cover

15.3.1 All insurances obtained by the Contractor in accordance with this contract shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10 (Ten) days from the commencement date, the Contractor shall furnish to the RSCL notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non renewal has been delivered by the Contractor to the RSCL. The Contractor shall act in accordance with the directions of the RSCL, provided that the Contractor shall produce to the RSCL the insurance policies in force and the receipts for payment of the current premium.

15.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement. RSCL shall be entitled to stop any payment at any time if on demand the contractors fail to satisfy RSCL about all Insurance policies being held in valid and enforceable form.

15.4 Remedy for failure to insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the RSCL shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Contractor, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.

15.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the RSCL, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counter claim or any other deduction, whether by attach mentor otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

15.6 Contractor's waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the RSCL and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

15.7 Accident or injury to workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the RSCL shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the RSCL, its agents or servants. The Contractor shall indemnify and keep indemnified the RSCL from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the RSCL shall be liable.

15.8 Insurance against accident to workmen

The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Work from and against any liability incurred. The Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel.

15.9 Application of insurance proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Work and the provisions of this Agreement in respect of construction of works shall apply mutatis mutandis to work undertaken out of the proceeds of insurance.

15.10 Compliance with policy conditions

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

CLAUSE 16

FORCE MAJEURE

16.1 Force Majeure

As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean Acts of God beyond the control of human beings and those which cannot before seen resulting in circumstances affecting the performance of the contract. It may also include any Political. Social or Legal act whose consequence on the progress of the work would have analogous effect as Acts of God rendering parties to this contract completely helpless to amend the situation and keep the contract performing. The only remedy against the circumstance of Force Majeure affecting the progress shall be grant of extension of time for performance as found reasonable in opinion of RSCL and no other compensation what so ever shall be payable or be liability of RSCL.

16.2 Force Majeure Events

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

(b) any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(c) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(d) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(e) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Contractor or any of the Sub-contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor’s or any Sub-contractor’s inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

CLAUSE 17

SUSPENSION OF CONTRACTOR'S RIGHTS

17.1 Suspension upon Contractor Default

Upon occurrence of a Contractor Default, the RSCL shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of whole of the work or any part thereof, or Maintenance and (ii) carry out such Works or Maintenance itself or authorize any other agency to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the RSCL to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

17.2 RSCL to act on behalf of Contractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the RSCL for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the RSCL for all costs incurred during such period. The Contractor hereby licenses and sub-licenses respectively, the RSCL or any other agency authorised by RSCL to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Work and its construction and maintenance, and which is used or Created by the Contractor in performing its obligations under the Agreement.

17.3 Revocation of Suspension

17.3.1 In the event that the RSCL shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the RSCL may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

17.3.2 Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the RSCL shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

CLAUSE 18

TERMINATION

18.1 Termination for Contractor Default

18.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the time limit specified by RSCL the Contractor shall be deemed to be in default of this Agreement (the "Contractor Default"), unless the default has occurred solely as a result of any breach of this Agreement by the RSCL or due to Force Majeure. The defaults referred to herein shall include:

(a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;

(b) subsequent to the replenishment or furnishing of fresh Performance Security, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;

(c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of contract, subject to any Time Extension, and continues to be in default for 45 (forty five) days;

(d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Work without the prior written consent of the RSCL;

(e) the Contractor fails to proceed with work in accordance with the provisions of contract or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the EIC;

(f) failure to complete the remarks stated from EIC, items within the periods stipulated contract;

(g) the Contractor fails to rectify any Defect, the non rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the EIC;

(h) the Contractor subcontracts work or any part thereof in violation of this Agreement or assigns any part of work or the Maintenance without the prior approval of the RSCL;

(i) the Contractor creates any Encumbrance in breach of this Agreement;

(j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect ;

(k) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets thathas a material bearing on the Project;

(l) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the RSCL, a Material Adverse Effect;

(m) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction;

provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:

(i) the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and

(ii) the amalgamated or reconstructed entity has the financial standing toper form its obligations under this Agreement and has a creditworthiness at least as good as that of the Contractor.

(n) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;

(o) the Contractor submits to the RSCL any statement, notice or other document, in written or electronic form, which has a material effect on the RSCL's rights, obligations or interests and which is false in material particulars;

(p) the Contractor has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement; or

(q) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the RSCL.

18.1.2 Without prejudice to any other rights or remedies which the RSCL may have under this Agreement, upon occurrence of a Contractor Default, the RSCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the RSCL shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

18.1.3 After termination of this Agreement for Contractor Default, the RSCL may complete work and/or arrange for any other entities to do so. The RSCL and these entities may then use any Materials, Plant and equipment, Contractor's drawings, documents made by or on behalf of the Contractor and the contractor shall have no entitlement to remove and or take possession of any plant, machineries, materials, equipments without the consent of RSCL who shall then have the entitlement to engage and use these for completing the balance work as may be in the best interest of the work. In that event the

certificate of any payment, fee, charge that may be due to contractor for such use shall be final and binding.

18.2 Termination for RSCL's convenience

Notwithstanding anything stated hereinabove, the RSCL may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder. This shall amount to foreclosure of contract whereby the parties will treat the contract as nullified and settled the account in such a way that no party retains any unearned benefit at the point of foreclosure.

18.3 Requirements after Termination

Upon Termination of this Agreement, the Contractor shall comply with and conform to the following:

(a) deliver to the RSCL all Plant and Materials which shall have become the property of the RSCL

(b) deliver all relevant records, reports, Intellectual Property and other licenses pertaining to work, Maintenance and in case of Termination occurring after the Provisional Certificate has been issued, the "as built' Drawings for work;

(c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and

(d) vacate the Site within 15 (fifteen) days or any further period if permitted by RSCL in writing.

(e) In event contractor for whatever reason fails to vacate the site, where upon he has no permission to enter for performance of work, he shall be declared as unauthorised person and thereafter shall be liable to all actions as trespassers as and when he, his agents, vendors, sub contractor or any one without permission of RSCL attempts to enter the site.

18.4 Termination for Employer Default

18.4.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:

(a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Contractor;

(b) the Authority has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement;

(c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or

(d) the Authority's Engineer fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving a statement and supporting documents.

18.4.2 Without prejudice to any other right or remedy which the Contractor may have under this Agreement, upon occurrence of an Authority Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

18.5 Valuation of Unpaid Works

18.5.1 Within a period of 45 (forty-five) days after Termination, as the case may be, has taken effect, the EIC shall proceed to determine as follows the valuation of unpaid Works (the "Valuation of Unpaid Works"):

(a) value of the completed stage of work, less payments already made;

(b) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and

(c) value of Maintenance, if any, for completed months, less payments already made, and shall adjust from the sum thereof

(i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and

(ii) all taxes due to be deducted at source.

(d) The rates to be operated for this clause shall be on SOR used for preparation of estimate adjusted for contract price quoted (% above/below estimated cost) including escalation if permissible.

18.5.2 The Valuation of Unpaid Works shall be communicated by RSCL to the Contractor, within a period of 30 (thirty) days from the date of valuation.

18.6 Termination Payment

18.6.1 Upon Termination on account of Contractor's Default, the RSCL shall:

(a) encash and appropriate the Performance Security and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security, claim the amount, as agreed pre-determined compensation to the RSCL for any losses, delays and cost of completing work and Maintenance, if any;

(b) encash and appropriate the bank guarantee, if any, for and in respect of any dues as may be recoverable from the contractor.

(c) pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be, in accordance with the provisions of this Agreement.

18.7 Other rights and obligations of the Parties

Upon Termination for any reason whatsoever

(a) property and ownership in all Materials, Plant and Works and the Work shall, as between the Contractor and the RSCL, vest in the RSCL in whole;

(b) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the RSCL; and

(c) the RSCL shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project except for taking possession of materials, stores, implements, construction plants and equipment of the Contractor, which have not been vested in the RSCL in accordance with the provisions of this Agreement.

CLAUSE 19

LIABILITY AND INDEMNITY

19.1 General indemnity

The Contractor will indemnify, defend, save and hold harmless the RSCL and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "RSCL Indemnified Persons") against any

and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the RSCL Indemnified Persons.

19.2 Indemnity by the Contractor

19.2.1 The Contractor shall fully indemnify, hold harmless and defend the RSCL and the RSCL Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
(b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
(c) non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

19.2.2 The Contractor shall fully indemnify, hold harmless and defend the RSCL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the RSCL Indemnified Persons may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Work, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the RSCL a license, at no cost to the RSCL, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

CLAUSE 20

LABOUR LAWS

20.1 Labour Laws to be complied by the Contractor.

Notwithstanding any provision as may here below, Contractor without an exception and limitation shall be liable for complete adherence and responsibilities arising out of all the labour laws as may be in force or as may become effective from time to time. The contractor shall obtain a valid license under the Contractor Labour (R & B) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall ensure the registration of all eligible workers (inclusive of those of subcontractors and petty contractors) with construction workers welfare board.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.

No labour below the age of fourteen years shall be employed on the work.

20.2 Payment of Wages:

ii. The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the contract Labour(Regulation and Abolition) Central Rules, 1971, wherever applicable.

iii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged byhis sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iv. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour

(Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

v. (a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Chattisgarh, however, as the all-inclusive minimum daily wages fixed under Notification of the Chattisgarh Administration ACT ---------- as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holidays would not arise.

vi. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act,1923, Industrial Disputes Act, 1947, Maternity Benefits the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

vii. The contractor shall indemnify and keep indemnified RSCL against payment to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulation without prejudice to his right to claim indemnify from his sub-contractors.

viii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

ix. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not

be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

x. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

20.3 PANELTY FOR EACH DEFAULT TO PROVIDE FACILITIES:

All provisions of concerned labour law shall be liability of the Contractor and consequences there from any non-compliance shall be liability of the Contractor.

It shall be expressed duty of Contractor to comply with all Welfare measures as may reasonable be expected to be discharged by the Contractor.

CLAUSE 21

SAFETY CODE, MODEL RULES FOR PROTECTION OF HEALTH& SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY RSCL OR ITS CONTRACTORS, LABOUR REGULATIONS.

1. Contractor shall provide all required safety measures such as safety helmets, safety jackets, safety belts etc to his staff & workmen's.

2. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

3. Safe means of access shall be provided to all working Places. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

4. Excavation and Trenching: – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

5. Demolition: – Before any demolition work is commenced and also during the progress of the work.
   (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
   (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

   (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

6. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: -

7. The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :

8. RSCL may require, when necessary medical examination of workers.

9. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near Places of work.

10. In every work place, there shall be provided and maintained at suitable Places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

11. Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.

12. Every water supply or storage shall be at a distance of not less than 50 feet from anylatrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, thewell shall be properly chlorinated before water is drawn from it for drinking. All such wells hall be entirely closed in and be provided with a trap door which shall be dust waterproof.

13. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.The contractor shall supply only potable water in the labour camp sample of water shallbe drawn from the source of water supply in thelabour camps every months and gottested from the Municipal Corporation's lab by the contractor. Wherever drinking wateris supplied to the labour camps through tankers. Samples shall be drawn from the tankers and got tested. Water storage tanks chlorine tablets shall be added from time to time as per requirement so that portability of water remains intact No extra payment shall be made on this account.

14. Proper protective measures are considered in handling of harmful chemicals or bacteria.

CLAUSE 22

MISCELLANEOUS

22.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

22.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets,

property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

22.3 Delayed payments

The interim payments shall generally be made as per the provision of the contract. However it is clearly understood that all such payments are to be treated as and by way of advance against the final consideration and therefore there shall be no entitlement of any compensation for any inconvenience on account of delay being caused in payment of interim certificate.

22.4 Waiver

22.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

1. shall not operate or be construed as a waiver of any other or subsequent default thereof or of other provisions of or obligations under this Agreement;

2. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

3. shall not affect the validity or enforceability of this Agreement in any manner.

22.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

22.5 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the RSCL or the EIC of any Document or Drawing submitted by the Contractor nor any observation or inspection of the construction, or maintenance of the Work nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

(b) the RSCL shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

22.6 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

22.7 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

22.8 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

22.9 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be addressed to following offices.

a) For Contractor

_____

b) For RSCL

22.10 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

22.11 Limitation of Liability

22.11.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement'

22.11.2 The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

22.12 WORK IN MONSOON:

When the work continues in monsoon, the contractor shall maintain minimum labour force required, for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and entire constructing period the contractor shall keep the site free from water at his own cost.

22.13 ASSISTANCE TO ENGINEER-IN-CHARGE :

Contractor shall make available to Engineer-in-charge free of cost all necessary instruments and assistance in checking of any work made by the contractor for taking measurement of work.

22.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of work, the owner shall for any reasons whatsoever not require the whole or part thereof a specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried neither shall be have any claim for compensation by reason if any alternations having been made in original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated. In case,

contractor is a partnership firm, the prior approval in writing shall be obtained from the RSCL, before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall, likewise be obtained before sub-contractor enters into any agreement with other parties where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of sub- letting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the sub-letting clause.

22.15 IN EVENT OF DEATH OF CONTRACTOR :

Without prejudice to any of the right or remedies under the contract, if the contractor dies, the owner shall have the option of terminating the contract without compensation to the contractor.

22.16 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE :

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligations of the owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

22.17 BREACH OF CONTRACT BY CONTRACTOR :

If the contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instruction given to him, by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract ,the RSCL may give notice in writing to the contractor to make good such failure, neglect or contravention. Should the Contractor fail to comply with such written notice within twenty eight (28) days of receipt, if the MANAGING DIRECTOR Raipur Smart City Limited shall think fit, it shall be lawful for the RSCL, without prejudice to any other rights, the contractor may have under the contract, to terminate the contract for all part of the works, and to make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event CLAUSE 22.24 (Subletting of work) and 22.25 (Sub-Contracts for Temporary Works etc.) hereof shall be invoked and the performance security shall immediately become due and payable to the RSCL the value of the work done on the date of termination and not paid for shall stand forfeited to the RSCL and the RSCL shall have entitlement to use of any works which the contractor may have at the site at the time of termination of the contract.

22.18 The following conditions are being included in this tender and shall be considered as a part of tender document.

1. Contractors have to place a information board showing details of work at site at his own cost as per details given by Department. i.e. Name of work, Name of Contractor, Project cost, work sanction detail, detail of work order and time limit, Address of Executive Engineer & Phone No. & Fax No.

2. If Contractor will not furnish a Photograph of the Board placed on site showing the details as above department will retain Rs. 25,000.00 of tender amount temporarily from the running bill.

3. A work of building is carried out at one plot but in the case of water supply line, drainage line etc. or any other service line, the work carried out in length, in this case one board should be placed on both ends and other boards should be Places as per the instruction of Engineer in charge.

4. The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ on the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance /repair of renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the laborers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/ blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

5. However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 23

CLAIMS, DISPUTES & ARBITRATION

23.1 Contractor's Claims

23.1.1 Contractor's Claims - If the Contractor considers himself to be entitled to any extension of the Time forCompletion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in

connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

23.1.2 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

23.1.3 Within 28 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

23.1.4 Within 28 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

23.1.5 Within the above defined period of 28 days, the Engineer shall determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance

with Sub-Clause 8.5, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer this as Dispute in accordance & can seek remedy as per provisions of clause No. 23.2.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded.

23.2 RESOLUTION OF DISPUTES :

Except or otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer in charge, subject to a written appeal by the Contractor to the Engineer in charge as per provisions of clause No. 23.1 and these decisions shall be final and binding on the parties hereto. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in accordance with the provisions given in (a) below.

a) DISPUTE OR DIFFERENCES TO BE REFERRED TO:

If at any time, any question, disputes or differences of any kind whatsoever shall arises between Engineer-In-Charge and the contractor upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer in charge.

The question or difference shall be settled by the Managing Director, Raipur Smart City Limited who shall state his decision in writing and give notice of the same to the Engineer-In-Charge and to the contractor. Such decision shall be final & binding upon both parties to the contract and work on contract if not already breached or

abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any Judicial proceeding. Should Managing Director Raipur Smart City Limited fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the contractor is dissatisfied with any such decision of Managing Director Raipur Smart City Limited , then the matter may be referred to court of law subject to Raipur Jurisdiction.

23.3 **ARBITRATION - Provision** of ARBRITATION should be considered deleted wherever written in the whole tender.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND	SIGNED, SEALED AND
DELIVERED	DELEVERIED
For and on behalf of RSCL	For and on behalf of
by:	THE CONTRACTOR by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)

In the presence of:

1.

2.

{COUNTERSIGNED and accepted by:

Name and particulars of other members of the Consortium}

SECTION VI –CONDITIONS OF PARTICULAR APPLICATION

Following Clauses from General Conditions of Contract are Added/modified as under

CLAUSE 5

PERFORMANCE SECURITY.

Addition of following sub clauses

5.1.4 In event of bid price being considered unbalanced in case of rates being higher or lower than 15% of the estimated cost put to tender by RSCL, then RSCL shall direct the bidder to deposit separately performance security deposit of 15% of the amount of unbalanced contract value in addition to regular performance/ security deposit. This additional performance security shall be released only on completion of the work along with the balance of performance deposit being released.

5.1.5 If the contractor fails to complete the work or left the work incomplete, additional performance security shall be forfeited by RSCL & the agreement shall be terminated and action shall be taken in accordance with Clause No. 18 of Section IV, General conditions of contract.

5.4 Release of Performance Security

5.4.1 5% Retention deposit deducted from RA Bills will be released as per the Contract Data in Section VIII

5.4.2 5% performance Bank guarantee will be released within 60 days period after completion of defects liability period provided that there is no defect detected or rectified /complied as per the direction given by EIC, within the said periods. Contractor has to extend initial performance security for 5% contract value up to the end defects liability period.

5.4.3 Notwithstanding the aforesaid, the Parties agree that the RSCL shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified. RSCL shall have no liability in event of any delay caused in release/ return of the performance security on any ground what so ever.

CLAUSE 8

DESIGN, SUPPLY & INSTALLATION OF THE WORK

Following sub clauses are modified

8.1 General Design Obligations

8.1.2 The Employer shall carry out, and be responsible for, the design of work from qualified designers who are Engineer or other professionals who comply with the Criteria.

8.3 **Intellectual Property Rights**

The intellectual property rights in respect of drawing and all that is relevant to the concept of rights shall be vested in RSCL.

LIQUIDATED DAMAGES

Addition of following sub clause

8.8 If contractors fail to achieve completion of the work, he shall be liable to pay LD/Delay Damages for the default as specified in Contract data which shall be payable for delay for each week that is caused incompletion. RSCL will deduct amount of liquidated damages from due payments to contractor. The total amount of such delay damages shall not exceed the 10% of contract price.

Amount shown against Milestones will be deducted on weekly basis on not achieving completion of work within stipulated contract period or extension of time granted by Employer for reasons other than contractor's default.The Liquidated damages shall be released without interest or charges if contractor achieves Milestone 3 on or before completion of approved time limit including extension of time limit, if approved.

CLAUSE 9

QUALITY ASSURANCE, MONITORING AND SUPERVISION

Addition of following sub clauses

9.7 Progress reports (modified clause)

9.7.1 During the Construction Period, the Contractor shall, no later than 7 (seven) days after the close of each month, furnish to the RSCL a monthly progress report on progress of work in the format given elsewhere in this tender and shall promptly give such other relevant information as may be required by the RSCL/PMC. Apart from this Contractor has to submit daily & weekly progress reports in the format approved by EIC/PMC.

9.7.2 Monthly Progress Report.
This report shall be submitted on a monthly basis within 5(five) calendar days from cut-off date, as agreed upon covering overall scenario of the project. The report shall include, but not limited to the following:

- Executive Summary – Summary of major events / activities, completed during the period being reported.
- Schedule versus actual percentage progress and progress curves for Sub-ordering, Sub-Contracting, Constructing and Overall Project.
- Area of concern / problem / hold-ups, impacts and action plans.
- Activities executed, achievements during the month and targets for the following months.
- Analysis of critical activities and impact on overall completion.
- Chronological achievement of key events indicating scheduled and actual occurrence dates.
- Annexure giving status summary for drawings, MRs, equipment and materials delivery, Sub-contracting and construction. (Typical formats are enclosed herewith for contractor's reference)
- Resources deployment status against planned.
- Change order status.
- Construction photographs.

REQUIREMENT OF COPIES FOR SUBMISSION OF SCHEDULES & REPORTS.

S. No.	Name of Document	No of Copies
1.	Overall Project Schedule	3
2.	Monthly Progress Reports	3

Various typical formats for construction planning and reporting various activities of the Project are enclosed as Annexure. The format can be changed as per requirement of RSCL.

Following sub clauses are added

9.17 Inspection

9.17.1 The RSCL/PMC and its authorized representative shall at all reasonable times:

a) have full access to all parts of the Site and to all Places from which natural Materials are being obtained for use in work; and
b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

9.17.2 The Contractor shall give the RSCL/PMC and its authorized agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

9.17.3 The Contractor shall submit a monthly inspection report (the "Inspection Report") to the RSCL and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Contractor shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

9.18 Samples

The Contractor shall submit the following samples of Materials and relevant information to the RSCL/PMC for pre-construction review:

a) manufacturer's test reports and standard samples of manufactured Materials; and
b) Samples of such other Materials as the RSCL/PMC may require.

9.19 Tests

9.19.1 For determining that work conform to the Specifications and Standards, the RSCL/PMC shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement, and in accordance with Good Industry Practice for quality assurance.

9.19.2 In the event that results of any tests conducted establish any Defects or deficiencies in work, the Contractor shall carry out remedial measures and furnish a report to the RSCL/PMC in this behalf. The RSCL/PMC shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought work into compliance with theSpecifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications andStandards.

9.19.3 All expenditure including travel, lodging boarding of RSCLEngineers and/or its representatives shall be borne by the contractor.

Testing of materials:

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code and specifications.

(i) The test certificates regarding its property including indication of its Thermo-Mechanically treated must accompany every lot and shall be submitted to RAIPUR SMART CITY LIMITED before utilizing the same.

Unless and until such certificate is submitted, the steel procure at site will not be allowed to be used.

(ii) All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contactor himself.

(iii) The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

9.20 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

If it shall appear to the Engineer-in-charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound imperfect or unskilled workmanship or otherwise not in accordance with the contract shall, no demand in writing from Engineer-in-charge or his authorised representative specifying the work, materials or CLAUSEs complained of, not withstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work, specified.

In the event of failure to do so within a period to be specified by Engineer- in-charge in his aforesaid demand, contractor shall be liable to pay compensation at the rate of one (1) percent of the tendered cost of work for every Ten (10) days limited to a maximum of Ten (10%) Percent of the value of work while his failure to do so continue and in the case of any such failure the Engineer-in- charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with other at the risk and cost of the Contractor. The decision of the Engineer-in-charge as to any question arising under this clause shall be final and conclusive.

9.21 STANDARD NORMS FOR QUALITY CONTROL

All tests for quality control shall be carried out as per provisions of relevant IS codes and as specified in item specifications.

Note : During course of the execution if any other laboratory is approved by RSCL, the contractor can send the material in that laboratory also. The frequency for testing of samples (in either of the laboratories) shall be decided by EIC/PMC.

9.22 QUALITY CONTROL, TESTS AND INSPECTION

9.22.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of the Contract and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of Prices.

9.22.2 All the tests either on the field laboratory or at outside laboratories concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by CONTRACTOR at his own cost.

9.22.3 The work is subject to inspection at all times by the Engineer-in-Charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of the Contract, the technical documents and the relevant codes of practice furnished to him during the performance of the work(If necessary).

9.22.4 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carry out the rectifications / replacement at his own cost.

9.22.5 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

9.22.6 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this Contract.

9.22.7 The contractor at his cost should make arrangement for the required testing facilities such as cube testing, sieve analysis apparatus, cement testing device, slump cone, cube moulds, weighing machines etc. at site in order to have regular check on works, materials used etc.

9.22.8 If any tests are required to be carried out in conjunction with the work or materials or workmanship not supplied by the contractor such tests shall be carried out by the contractor as per instruction of EIC & cost of such costs shall be reimbursed by the Raipur Smart City Limited

9.23 FINAL INSPECTION

After completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that WORK has been completed as per requirement. If any defects noticed in the work are attributable to CONTRACTOR these shall be attended by the CONTRACTOR at his own cost, as and when they are brought to his notice by the Raipur Smart City Limited. . The Raipur Smart City Limited shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR, if he fails to attend to these defects immediately.

CLAUSE 14

PAYMENTS

Following sub clause is deleted

14.1.2 Deleted

Following sub-clause is modified

14.2.1 Employer shall make an interest bearing advance payment for 10% amount of contract price, for mobilization and cash flow support, when the Contractor submits a bank guarantee of 110% amount obtained from nationalized bank in accordance with this Sub-Clause. The total advance payment will be paid in single installment within the period of one month from the date of work order.

14.2.2 The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement under Sub-Clause 14.3 and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 5.1 [PerformanceSecurity] and (ii) a bank guarantee for 110% amount of the advance payment. This guarantee shall be issued by a nationalized bank having its branch in Raipur, and shall be in the form annexed to the tender document or in another form approved by the Employer.

14.2.3 The Contractor shall ensure that the bank guarantee is valid and enforceable until the advance payment has been repaid. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

The advance payment shall be repaid as given below:

a) deductions shall commence in the interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 20 percent (20%) of the Accepted Contract Amount less Provisional Sums; and

b) deductions shall be made at the 30% rate of the amount (excluding interest payable) of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) and proportions of the advance payment until such time as the advance payment has been fully repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment

c) Interest rate shall be 12% per annum on outstanding amount. Outstanding amount of interest will be recovered from due payments in each interim payment certificate.

If the advance payment has not been repaid prior to the issue of the Provisional Certificate for the Works or prior to termination under Clause 18.1, or Clause 16.0 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 18 [Termination by Employer], except for Sub-Clause 18.2 [Employer's Entitlement to Termination for

Convenience], payable by the Contractor to the Employer& same will be recovered from any means due to contractor and/or by en-cashing bank guarantee submitted by the contractor against advance payment.

CLAUSE 20

LABOUR LAWS

Addition of following sub-clauses

20.4 PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS:

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the RSCL and its contractors.

20.5 LEAVE AND PAY:

Leave and pay during leave shall be regulated as follows:

20.5.1 Leave:

I. In the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

II. in the case of miscarriage –up to 3 weeks from the date of miscarriage.

20.5.2 Pay:

I. In the case of delivery- leave pay during maternity leave will be at the rate of the women'saverage daily earning, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupees one only a day whichever is greater.

II. In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

20.5.3 CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:

No maternity leave benefit shall be admissible to a woman unless she has been employees for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

1. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

20.6 BREACH OF CONTRACTOR:

In the event of the contractor(s) committing a default or breach of any of the provisions of the, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling and statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the RSCL a sum not exceeding INR 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to INR 200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contract's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour(R& A) Central Rules 1971, for the protection of health and sanitary arrangements for works people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as forfeited, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). the contractor(s) shall erect, make and maintain at his/ their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been Created or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel of reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

It is expected that the Contractor to comply with all Contractor's Labour Regulation Acts and Rules provided therefrom.

20.7 Employment of skilled/semi skill worker:

The contractor shall, at all stages of work, deploy skilled/semiskilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Academy of Construction, CIDC or any similar reputed and recognized Institute mangled/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semiskilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failures on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of INR 100 per such tradesmen per day. Decision of Engineer in Charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than INR 5 Lakh.

20.8 Minimum Wages Act to be complied with:

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force time to time.

SECTION VII – SPECIAL CONDITIONS OF CONTRACT

CLAUSE1

SCOPE OF THE WORK AND EXECUTION

1.1 Detail Scope of work for Construction of "Lake purification and restoration with Bioremediation or equivalent technology in Telibandha lake, Raipur" including O & M for 5 year, Under "SMART CITY MISSION" Raipur (C.G.) and completion-2nd Call**.**

1.1.1 Preparatory Activities

Undertake all Site surveys, Site location, utility shifting is asked for obtaining all required approvals from the relevant authorities,

1.1.2 "Lake purification and restoration with Bioremediation or equivalent technology in Telibandha lake, Raipur"and completion of the following

a. Site clearance, temporary works, barricading the construction site, utility shifting if necessary and all ancillary works deemed necessary for the carrying out of temporary & installation works.

b. It is important that the Quantitative estimate/assessment for removal of bottom sludge by bio-logical operations over the contract period should be produced by the Bidder to the concerned authority during bidding stage.

c. "Lake purification and restoration with Bioremediation or equivalent technology in Telibandha lake, Raipur" as per specifications & in accordance with the Employer's requirements and to the satisfaction of the Engineer in charge.

d. All other works and services ancillary or related to the full completion of the Works in accordance with the Employer 's requirements

e. During construction the construction power and water charges shall be borne by the bidder. During O & M period the power and water shall be provided by RSCL. The bulk feeder is available near proposed site for further arrangement by bidder.

1.1.3 The Contractor's responsibility for the execution of works includes the submissions to relevant government authorities / technical departments for obtaining all necessary clearances /approvals.

1.1.4 The Contractor shall co-ordinate and interfaces his works with that of all other contractors, subcontractors, utility services, statutory authorities, etc. and achieve the completion of the Works to the satisfaction of the Engineer

1.1.5 The Contractor shall make good all works including physical & Installation works etc. affected or damaged by him during the course of Installation, to the satisfaction of the

Engineer. The costs of making good all these defects shall be borne solely by the Contractor and deemed to be included in his Contract Sum

1.1.6 All works specified shall include the provision of all labour, tools, equipment, material traffic control, transport and everything else necessary for the satisfactory completion of the Work by the Contractor to the satisfaction of the Engineer.

1.1.7 Description of the Works involved in this Contract is given in the Specifications for the guidance of the Contractor. The Contractor shall be solely and fully responsible for investigating and ensuring the actual extent and nature of the Works comprised in this Contract prior to submission of his Tender.

1.1.8 Construction, management and quality of the Works shall comply with the Drawings, Specifications and Employers requirement.

WORK IMPLEMENTATION:

1.1.9 SERVICES FOR MANAGEMENT OF PROJECT

The Services for management of project will include construction planning, scheduling monitoring progress reporting, quality assurance and quality control and overall Project Management functions. Contractor shall nominate Project Manager who will be responsible for the total scope of work under this contract and shall respond to RAIPUR SMART CITY LIMITED and EIC and/or their representative.

The Contractor is expected to execute the work under this contract with a dedicated team of experienced persons, who will be responsible and respond to the Project Manager.

1.1.10 PROVIDING & INSTALLATION OFTREATMENT AND PURIFICATION SYSTEM PLANNING:

a) Contractor shall provide additional resources whenever the scheduling shown on the BAR CHART/ S Curve indicates a possible delay in the completion date. Such additional effort may require an increase in equipment and/or personnel and / or work in excess of the normal working time. All extra costs incurred by the Contractor in order to prevent a possible delay in the completion date will be to Contractor's account.
b) Contractor shall notify the E.I.C. within 24 hours after any occurrence which will adversely affect the completion date of the project. In addition, the Contractor shall include statement of proposed remedial action for expediting these items.
c) While preparing network diagrams, monsoon period from June mid to September mid shall be kept in view. Internal roads, drains and other civil works should be planned such that rains do not have impact on the progress of the Work.
d) BAR CHART should be supported by resource based network for proper planning, monitoring, and control of the project execution, keeping the overall schedule unchanged.
e) A joint programmed of execution of WORK will be prepared by the Engineer-in-Charge and CONTRACTOR which will take into account the Time Schedule of completion.

f) Monthly construction programmed will be drawn up by Engineer-in-Charge/PMC jointly with the Contractor based on availability of work fronts. The Contractor shall scrupulously adhere to these Targets / programmed by deploying adequate personnel and construction tools and tackles and he shall also supply all materials included his scope of supply in time to achieve the targets set out in the weekly and monthly programmed. In all matters concerning the extent of targets set out in the weekly and monthly programmed/targets and the degree of achievements, the decision of the Engineer-in-Charge/PMC shall be final and binding on the Contractor.

1.1.11 PROGRESS RECORDS DURING PURIFICATION& RESTORATION WORK

b) Contractor shall make every effort to keep the RSCL/PMC adequately informed as to the progress of the WORK throughout the Contract period.
c) Contractor shall keep the RSCL/PMC informed well in advance of the construction schedule so as to permit the Dept. to arrange for requisite inspection to be carried outline such a manner as to minimize interference with the progress of WORK. It is imperative that close co-ordination be maintained with the E.I.C. / Dept. during all phases of Work.
d) Contractor shall give every day report on category-wise labour & equipment deployed along with the progress of work done on previous day in the proforma prescribed by EIC.
e) All important events shall be photographed by the contractor and to be submitted to Dept. for records.

1.1.12 PROGRESS REVIEW MEETING:

The contractor shall attend various review meeting as & when required.

(A) Weekly Review Meetings	
Level of Participation	Contractor's Project Manager, Engineer-in-Charge,PMC/TPIConsultants
Agenda	**a)** Weekly Program V/S actual achieved in the post week & program for next week.
	b) Remedial action and hold up analysis.
	c) Client query / Approval / Site Officer.
(B) Monthly Review Meeting	
Level of Participation	Contractors's project Co-ordinator&Project Manager, Managing Director RSCL, Engineer-in-Charge, PMC/TPI, Consultants
Agenda	**a)** Progress Status / Statistics.
	b) Completion Outlook.
	c) Major Hold Ups / Slippage's.

	d) Assistance Required.
	e) Lithical Issues.
	Client Query / Approval.
Venue	RSCL Office or as decided by EIC

C. Recommended / Expected Brands :-

S.No.	Item	Recommended/Suggested Brands
1.	"Lake purification and restoration with Bioremediation or equivalent technology in Telibandha lake, Raipur"	Contractor shall submit credentials of the manufacturer &seek prior approval of RSCL.

1.2 MINIMUM REQUIREMENT OF TECHNICAL REPRESENTATIVE(S)

S.No.	Designation	Min Qualification	Overall Experience	Relevant Experience	Nos	Remarks
1	Project Manager	B Sc in Microbiology or Biochemistry or equivalent qualification	7Years	3 Years	1	Should have worked for at least two Similar Works

1) The above professionals shall be on payroll of the contractor. The Bidder/contractor must furnish all the documents including qualifications, experiences, memberships, for the above mentioned professionals.

2) Bidder shall ensure that availability of above professionals throughout the project.

1.4. Eligibility Criteria

Solvency certificate and audited annual reports of last Three years can be produced against to the clause mentioned in 1.4.2(f).

Proposals for subcontracting components of the works can be submitted during detailed engineering in against to the clause mentioned in 1.4.2(i)

CLAUSE 2

SPECIAL NOTE

2.1 TAXES

2.1.1 In no case, octroi exemption shall be granted by RSCL for any of the materials, equipment brought by contractor for execution of the work. Goods/ equipments/ materials will be permitted for unloading after the submission of octroi receipts (if any)

Raipur Smart City Limited shall not provide “C” Form for the tax purposes.

2.1.2 The rates to be quoted by the tenderer shall be inclusive of all taxes like GST, CGST,SGST, labor, construction cess, income tax, duties, etc., including such other taxes, duties, tolls, freshly levied taxes under any rules and no claim whatsoever in this context shall be entertained.

For this purpose Contractors are required to have following registrations / certificates on the date of Submission and submit notarized copies of the same shall be attached along with his bid

i) Valid PAN No.
ii) Valid VAT No.
iii) Valid Service Tax No.
iv) Valid EPF No. number under EPF Act, 1952

Out of the “amount payable/creditable to contractor’s account, the Central Govt.,/State Govt., taxes including VAT shall be deducted at source in accordance with the relevant laws/ rules prevailing from time to time.

If any Work Contract Tax or Labor welfare Tax or any other tax is levied by the Government during the course of execution of this contract, the same shall not be borne by contractor and the same shall be reimbursed on proof of payment to be appropriate authority being produced.

2.1.3 IMPACT OF GST LAW

Implementation of GST will likely take place during tenure of this contract. Bidders are required to submit declaration stating their tax liability for execution of this work along with his bid. Net effect of increase / decrease due to GST will be taken into account after declaration of rates for GST and merger of various existing taxes into GST. Same shall be reimbursed/recovered to/from the contractor based on variation in tax liability & on proof of payments.

CLAUSE 3

FACILITIES REQUIRED BY CONTRACTOR

3.1 ELECTRIC POWER SUPPLY

The Contractor shall make all the necessary arrangement for procurement of electric power required for the work. The Contractor shall submit his requirement of Electric Power Supply for carrying out permanent works, operating plants and equipments, labour camp and field offices etc., as a part of his work plan. If necessary the employer will issue the necessary certificates, letters of recommendation etc., to the Contractor for obtaining the power supply. However, the employer shall accept no responsibility for any delays in obtaining the power connections. Non-availability of electric power will not be considered as a reason for delay in progress.

3.2 WATER SUPPLY FOR CONSTRUCTION, LABOUR CAMPS, OFFICES ETC.

The Contractor shall make all necessary arrangements for the procurement of water required for construction and labour. The employer shall issue on request from contractor, the necessary certificates, letters of recommendation etc., for obtaining the necessary permissions. The employer shall assume no responsibility for delay in progress due to delay in obtaining the permissions. The Contractor may drill bore wells as a source of construction water. The water shall be got tested by the Contractor at approved laboratory at his own expense and certificates regarding the suitability for construction shall be submitted to the Engineer's Representative regularly as per his requirements.

3.3 TELEPHONES / WIRELESS COMMUNICATION FACILITIES

These will be arranged by Contractor at his own cost. The employer shall give the necessary certificates and letters of recommendation if necessary etc., to the Contractor.

3.4 LAND FOR TEMPORARY USE

RSCL shall provide temporary land for labour camps, storage yards, site work sheds etc.

CLAUSE 4

SPECIAL PROVISONS

1.1 CONTRACTOR'S MATERIALS, LABOUR ETC.

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Notes, and Specifications taken together, whether the same is or is not particularly shown or described therein; provided the same can be reasonably enforced there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Engineer's Representative. The decision of the Engineer's Representative shall be final and binding on the Contractor. Figured dimensions shall be followed and the drawings shall not be scaled from.

1.2 PLANTS & MATERIALS:

Contractor has to install/Hire Hot Mix plant within a distance of 40 Km from the Project work site & make the operational within 90 days from the date of commencement of work. Concrete batching plant/ 3 Bag Mixer shall be installed within 10 Km periphery from the Project work site & make the operational within 45 days from the date of commencement of work. Contractor shall carry out calibration of the plants & submit reports to EIC/PMC within specified period.

Bidders should note that materials necessary for execution of this work shall not be supplied by Raipur Smart City Limited (RSCL) and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers only as per approved list.

Quality, quantity, transport facilities etc. may be ascertained by the tenderer themselves before tendering and rates be quoted accordingly. The source of fine and coarse aggregates given in Table-1 is for general guidance only.

Procurement of all construction materials as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers / suppliers as may be approved by the client. The royalty receipts, Challans etc., shall have to be submitted by the contractor from time to time to the RSCL.

The contractor will have to make his own arrangement for plants, equipments, machineries to be used in the execution of this work well in time after award of the contract.

The approved makes for various materials to be used in the project shall be as per the table given in tender.

The D.I./C.I. pipes and fittings require for laying of water supply network shall be arranged by Contractor at his own cost.

1.3 NIGHT WORK & WORK ON SUNDAY & HOLIDAYS & BETWEEN SUNSET & SUNRISE:

No work shall be carried out on Sundays and closed Holidays and no work shall be generally carried out before and after day hours except with special permission of Engineer-in-charge in writing previously obtained. Withholding such permission shall be no ground of complaint on the part of contractor for cause for compensation of them. Working period shall be generally eight (8) hours per day. Permission to work beyond 8 hours and to work on Sundays and holidays will be entirely at the discretion of the Engineer-in-charge and cannot be claimed by the contractor as a matter of right and the refusal to grant such permission will be not be set up as a ground for not completing the work within the contract period.

No work shall be generally carried out between sunset and sunrise, except with the prior written permission of Engineer-in-charge. With holding such permissions shall be no ground of complaint on the part of contractor or cause for compensation to them.

NIGHT WORK:

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after day hours without the prior permission of the Engineer-in-charge except when the work is unavoidable circumstances, absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Engineer-in-charge after making all requisite arrangements and management of areas, materials and equipments, required under any emergency etc. The contractor can carry on work after office hours if so required, subject to provide undertaking in writing, for expediting the progress on the works or for any other reasons of technical safety. Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with authorized to supervise, adequate lighting and other arrangement shall be made in advance by the contractor for proper execution and supervision of such work. The contractor shall not be however entitled to claim any extra payments for night work. The responsibilities of all kind shall be of contractor.

PRECAUTIONS TO AVOID ANY NUISANCE TO THE NEIGHBORHOOD/SURROUNDING

All the necessary precautions to be taken during the development of the project (either during day or night) to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of proposed construction site.

No complaint should be arise by the neighbourhood /society dwellers ,during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the consequences & settlement.

1.4 ENABLING WORKS

The Contractor shall supply, fix and maintain at his own cost during the execution of works, all the necessary centering, and scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as the necessary equipment for protection of public and safety of any adjacent roads and railway lines. The Contractor shall remove any or all such centering scaffolding, staging planking and equipment when ordered to do so by the Engineer's

Representative and make good all matters and things disturbed during the execution of works to the satisfaction of the Engineer's Representative.

1.5 TEMPORARY DIVERSIONS, MAINTANENCE OF SAME AND TRAFFIC MANAGEMENT

Contractor shall be responsible for making temporary diversions, maintenance thereof, traffic management including signage, blinkers etc.

1.6 OPPORTUNITIES AND FACILITIES FOR OTHER CONTRACTORS AGENCIES Etc.

The Contractor shall, in accordance with the requirements of the Engineer's Representative afford all reasonable opportunities to any other Contractors employed by the Employer for carrying out their work and to their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works.

If, however, the Contractor shall on the written request of the Engineer or Engineer's representative make available to any such other Contractor or to the Employer or any such authority any roads or ways for the maintenance of which the Contractor is responsible or permit the use of by any such of the Contractor's scaffolding or any other plant on the site or provide any other service of whatsoever nature, for any such the Employer shall pay to the Contractor in respect of such use of service such sum or sums as shall in the opinion of the Engineer be reasonable.

CLAUSE 5

ENVIRONMENTAL SAFEGUARDS

1.0 ENVIRONMENTAL SAFEGUARDS

The Contractor shall take action of following points and note the stipulations as under as regards environmental safeguards as stipulated by the Ministry of Environment and Forests.

12.1 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.

12.2 Borrow pits and other scars created during the road construction shall be properly leveled and treated.

12.3 Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc. shall be ensured for laborers during construction period in order to avoid damage to the environment & nuisance to the adjoining habitation.

12.4 No excavation from or dumping of waste materials into any water body / wetlands shall be done.

12.5 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:

a) No excavation or dumping on private property is carried out without written consent of the owner.

b) No excavation or dumping shall be allowed or wetlands, forests areas or other ecologically valuable or sensitive locations.

c) The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the area:

d) Construction spoil/soil including bituminous scrap material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advances before construction and lined properly so that they do not leach into the ground water.

e) Any approvals required for the same shall be arranged by the contractor.

CLAUSE 8. Modification

DESIGN AND CONSTRUCTION OF THE WORK

8.1 Obligations prior to commencement of Works

Within 10 (ten) days of the Appointed Date, the Contractor shall:

(a) appoint its representative, duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(b) appoint a design director (the "Design Director") who will head the Contractor's design unit and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;

(c) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

(d) make its own arrangements for supply of materials needed for the Project Work under and in accordance with the Applicable Laws and Applicable Permits.

The Authority has appointed PgMC (the "Authority's Representative") to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name and address of the Authority's Representative.

Within 10 (thirty) days of the Appointed Date, the Contractor shall submit to the Authority and the Authority's Representative a programme (the "Programme") for the Works, developed using networking techniques giving the following details:

Part I Contractor's organisation for the Project, the general methods and arrangements for design and construction, environmental management plan, Quality Assurance Plan including design quality plan, traffic management and safety plan covering safety of users and workers during construction, Contractor's key personnel and equipment.

Part II Programme for completion of all stages of construction given in Schedule-H and Project Milestones of the Works as specified in Project Completion Schedule set forth in Schedule-J. The Programme shall include:

(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of design and stages of Works;

(b) the periods for reviews under Clause 10.2;

(c) the sequence and timing of inspections and tests specified in thisAgreement.

The Contractor shall submit a revised programme whenever the previous programme is inconsistent with the actual progress or with the Contractor's obligations.

Part III Monthly cash flow forecast.

The Contractor shall compute, on the basis of the Drawings prepared in accordance with Clause 10.2.4, and provide to the Authority's Representative, the length, area and numbers, as the case may be, in respect of the various items of work specified in Schedule-H and comprising the Scope of the Project. The Parties expressly agree that these details shall form the basis for estimating the interim payments for the Works in accordance with the provisions of Clause 19.3. For the avoidance of doubt, the sum of payments to be computed in respect of all the items of work shall not exceed the Contract Price, as may be adjusted in accordance with the provisions of this Agreement.

8.2 Design and Drawings

Design and Drawings shall be developed in conformity with the Specifications, Standards and CPHEEO Manual.

The Contractor shall get the design & Drawings proof checked from reputed Engineering College & submits proof checked design & drawings to Authority before commencement of procurement.

The Proof Checking shall:
(a) proof check the detailed calculations, drawings and designs,

In respect of the Contractor's obligations with respect to the design and Drawings of the Project Work as set forth in Schedule-I, the following shall apply:

(a) The Contractor shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three copies each of the design and Drawings, duly Proof Checked, to the Authority's Representative for review.

(b) by submitting the Drawings for review to the Authority's Representative, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws;

(c) the Contractor shall be responsible for delays in submitting the proof checked Drawing as set forth caused by reason of delays inproof checking, and shall not be entitled to seek any relief in that regard from the Authority; and

(d) the Contractor warrants that its designers, including any third parties

engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Authority against any damage, expense, liability, loss or claim, which the Authority might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

Works shall be executed in accordance with the Drawings provided by the Contractor in accordance with the provisions of this Clause 10.2. Such Drawings shall not be amended or altered without prior written notice to the Authority's Representative. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.

Within 15 (fifteen) days of the Project Completion Date, the Contractor shall furnish to the Authority and the Authority's Representative a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Work as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Work and setback lines, if any, of the buildings and structures forming part of Project Facilities.

CLAUSE 9

UTILITIES

9.1 UTILITY SERVICES

The Bidder shall coordinate with Utility Service Providers for proper Shifting/ Relocating of the Utilities. The work shall be carried as per approval of Utility Service Provider. All the Charges required for Shifting / relocating of Utilities shall be included in the Quoted Rate and the Contractor shall not be paid extra for the same.

9.10 Quality control system

The Water quality is to be monitored for every month to achieve a standard prescribed by the relevant CPHEEO/BIS standards

CLAUSE 10

TREASURE TROVE

In the event of the discovery by the Contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of client.

The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-charge/ RSCL of such discovery and carry out his orders as to the disposal of the same which will be at the contractor's expense.

CLAUSE 11

ADDITIONAL CONDITIONS

11.1 Following additional conditions shall be binding on contractor during execution of work.

a) Any damage caused to either private or public property, services, structures etc. shall be made good by Contractor without any extra cost to the employer

b) Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take place.

c) No excavated material shall be allowed to be stacked on roadside/ footpaths/public premises without written permission from competent authority.

d) Whenever new drains are constructed, the flow in the old drain will have to be suitably diverted to maintain the continuity of flow.

11.2 If Near relative working in RSCL / RSCL then the contractor not allowed to tender:

The contractor shall not be permitted to tender for works in the RSCL responsible for award and execution of contract in which his near relative is posted as an officer of any capacity between the grades of Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and are near relatives to any Gazetted Officer in the RSCL or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is

registered in any other department, he shall be debarred from tendering in RSCL / RSCL for any breach of this condition.

Note: by the term “Near relatives” is meant wife, husband, parents and grandparents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.

11.3 NO Gazetted Engineer to work as Contractor within one year of retirement:

No Engineer of gazetted rank or other gazette officer employed in engineering or administrative duties in an engineering department of the RSCL shall work as contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of RSCL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of RSCL as aforesaid, before submission of the tender of engagement in the contractor’s service, as the case may be.

The technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them later on.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND	SIGNED, SEALED AND
DELIVERED	DELEVERIED
For and on behalf of RSCL	For and on behalf of
by:	THE CONTRACTOR by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)

In the presence of: 1.

2.

{COUNTERSIGNED and accepted by:

Name and particulars of other members of the Consortium}

SECTION VIII - CONTRACT DATA

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

Employer	Managing Director Raipur Smart City Limited (RSCL), Chhatrapati Shivajee Maharaj Outdoor Stadium, Near Viveknand Sarovar, Raipur- 492001. Chattishgarhemailceo.rscl@gmail.com
Name of the work	"Lake purification and restoration with bioremediation or equivalent technology in Telibandha Lake including O & M for 5 years, Under "SMART CITY MISSION" Raipur (C.G.)
Time for Completion	66 months (6 months for Supply, Installation & Commissioning and 60month for O & M including 60months DLP with O & M period)
Bid Language	English
Name & Identification No. of Contract	63 /RSCL/2018
Performance Security & Additional Performance Security if any	5% of Contract Value. Performance Security at 5% of the contract value shall be deposited by the bidder in the form of Demand Draft or Bankers Cheque or Bank Guarantee obtained from nationalized Bank within 15 days on acceptance of tender. Performance Security will be released after completion of DLP.
Retention Money	7% from each Running bill limiting to 5% contract value. Stages for releasing retention money a) On successful completion of purification works and full recovery of Retention money as per this RFP -50% b) On successful completion of O & M period and full recovery of Retention money as per this RFP – 50%
Defect Liability Period	05 (Five) years with O & M after the end of Milestone 1
Project Milestones	Mile Stone No. 1 — Duration from the date of issue of Notice to Proceed in months: 06 Months — Physical Progress: 100% — Liquidated Damages for Non achievement In INR: 50,000.00

Liquidated Damages	Amount shown against Milestones 1 will be deducted on weekly basis on not achieving Milestones subject to a Maximum of 10% of Total Contract Value. The Liquidated damages shall be released without interest or charges if contractor achieves Milestone 1 on or before completion of approved time limit including extension of time limit for reasons other than contractor's default.
Site Possession Date	14 days from the issue of Notice to proceed
Insurance	For third party insurance, the minimum insurance cover for physical property, injury and death is Rs.100.00Lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences. The Contractor All Risk (CAR) policy with third party insurance shall be submitted for (1) Construction period and (2) Defect liability period - upto 5 years from the issue of final bill of contractor.
Qualifying area	As per section-I detailed tender Notice
Bid validity period	90 days from the opening of the price bid
Payment terms & Condition	Contractor Bid price should be including of all taxes. Bidder should have mentioned GST rate in Bid Form. **Part – A: Payment for Lake purification and restoration with Bio-remediation or other equivalent technology** • 40% shall be after supply of material at site as per clause 4.1.2 in Section - II • 40% shall be after Installation & Commissioning • 20% shall be after handing over the complete purification work. **Part – B: Payment for Operation &Maintenance** • Payment for O&M will be made in equal installment on quarterly basis. Amount of each quarter will be as per negotiated O&M price for that relevant year.

SECTION IX – FORMS OF SECURITY& CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

UNDERTAKING ON EARNEST MONEY SURRENDER:

I/We hereby tender for carrying out "Lake Purification and Restoration with Bioremediation or Equivalent technology including O & M for 5 years and DLP for 5yrs with O & M, Under "SMART CITY MISSION" Raipur (C.G.)

(herein before and herein after referred to a client of the work) as specified in the memorandum& under Price-Bid showing items of work to be carried out within time specified therein and in accordance with all specifications, drawings and instructions in writing referred to in provisions under annexed conditions of contract under contract documents and agree that all materials of construction in the work are to be procured by us. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed thereto as fully applicable, and in default thereof, agree to forfeiture of and pay to the client, the sums of Earnest money mentioned in the said conditions.

Receipt No. _____ dated _____ from client, in respect of the sum or Rs. _____/-deposited, be in the form of Bank Guarantee Rs. _____ /- and Banker's cheque/Demand Draft drawn for Rs. _____ /- bearing No. _____ dated _____ on the_____ _____ drawn in favour of_____ is herewith forwarded representing the earnest money, the full value of which is to be absolutely forfeited to client, should I/We not deposit the full amount of security deposit specified in the memorandum, and in accordance with clause 1 of Para 5.1 of the said conditions, otherwise the said sum of Rs._____/- shall be refunded.

Amount to be specified in figures and words.

Place :

Date :

Address :

Signature of the

contracting agency submitting the tender

Signed and given in presence of _____

Address :

Occupation: Signature of witness to

the contracting agency.

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

Between

(1) Raipur Smart City Limited, SPV of Raipur municipal Corporation having its principal place of business at Ground Floor, Outdoor Stadium, Budha Taalab, Raipur, Chattisgarh, India (hereinafter called "the RSCL"), and

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.

2. the following documents shall constitute the contract between the employer/ and the contractor, and each shall be read and construed as an integral part of the contract:

   (a) This contract agreement;

   (b) Special conditions of contract;

   (c) General conditions of contract;

(d) Technical requirements (including schedule of requirements and technical specifications, drawings);

(e) Notice inviting tender;

(f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];

(g) The contractor's bid and original price and delivery schedules;

(h) The employer notification of award;

(i) correspondence the employer has exchanged with the bidder till and after award of contract[specific letters and dates]

(j) And [add here any other documents]

AND WHEREAS

Employer accepted the bid of Contractor for the provision and the execution of WORK at the CONTRACT PRICE as indicated in Contract upon the terms and subject to the conditions of contract. Now this Contract Agreement witnessed and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to Contractor for work to be executed by him. Contractor hereby covenants with EMPLOYER/BOARD what Contractor shall and will duly provide, execute and complete work and things in Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in Contract.

4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer does hereby agree with contractor that employer will pay to contractor the respective amounts for the work actually done by him add approved by employer as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.

5. In consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer for the services rendered by employer to contractor as set forth in contract and such other sums as may become payable to employer towards loss, damage to the employers

equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

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

For and behalf of the employer

Signed: [insert signature]

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

For any behalf of the contractor

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

SPECIMEN BANK GUARANTEE PERFORMANCE

GUARANTEE / SECURITY DEPOSIT

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

[*On Appropriate Stamp Paper*]

Bank Guarantee No. [THIS DEED OF GUARANTEE is executed on this [*insert date*] day of [*insert month andyear*] at [*insert place*] by [*insert name of bank*] with its head/registered office at [*insertaddress*], (hereinafter referred to as the Guarantor, which expression shall unless it isrepugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

RAIPUR SMART CITY LIMITED, a company incorporated under the (Indian) Companies

Act, 2013, with its registered office at (hereinafter referred to as RSCL, which expression

shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

(A) RSCL has entered into a contract for providing contracting services dated [*insert*

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

(B) In terms of the Contract, the Contractor has agreed to provide the Services for designing and implementing the application for certain lake purification & restoration processes Area Based Development project, which involve the use of technology, information and data to improve infrastructure and services within the city of Raipur (the Area Based Development Project), to implement the Smart Cities Mission in Raipur,

pursuant to the Request for Proposal dated [___] (referred to as the Tender) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents).

(C) In terms of the letter of award (the LOA) dated [*insert date*] issued by Client to the Contractor and Clause 51 of the Contract, the Contractor is required to furnish to

RSCL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs.[*Insert amount equivalent to 10% of the Total Value of Contract*] (the Guaranteed Amount) as security for the due and punctual performance or discharge of the Contractor 's obligations and liabilities under the Contract.

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to RSCL the payment in full of all

amount at any time that may be due, owing or payable to RSCL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract during the term (**Guarantee**), without any demur, reservation, protest or recourse, immediately on receipt of a demand from RSCL.

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

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

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

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

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

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

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

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

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

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

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

(f) Any part performance of the Contract by the Contractor or by any failure by

RSCL to timely pay or perform any of its obligations under the Contract.

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

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

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

9. The Guarantor represents and warrants to RSCL that:

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

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

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

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

(ii) conflict or be inconsistent with or result in any breach of any of the material terms,

Covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or

(iii) violate any provision of the Guarantor's constituent documents;

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

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

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply

under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of RSCL in exercising any right, power or privilege hereunder and no course of dealing between RSCL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

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

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

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

15. RSCL may assign or transfer all or any part of its interest herein to any other person

With prior written notice to the Guarantor. The Guarantor shall not assign or transfer Any of its rights or obligations under this Guarantee.

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

(a) Upon RSCL, at [***insert address***]; and

(b) Upon the Guarantor, at [***insert address***].

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

Served:

(a) if delivered by hand, when left at the proper address of services; and

(b) if given or made by pre-paid registered post or facsimile, when received.

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

19. This Guarantee shall be governed by, and construed in accordance with, the laws of

India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Chhattisgarh.

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

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

Of [***insert name of signatory***]

It's [***insert designation***] and duly authorized representative

Authorized by [Letter of Authority dated [***insert date***]] OR [Board resolution dated [***insert date***]].

SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Raipur Smart City Limited (hereinafter called "Employer" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Employer, its successors and assigns) having agreed to release advance payment to (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No_____ (Name of the Department) Date _____ made between the contractors and the Employer for execution of _____ covered under Tender No._____ dated _____ (hereinafter called "the said contract") for the payment of Advance Payment in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs._____ (Rupees_____

_____) only we, the (Name of the Bank and Address) _____

_____(hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Employer an amount not exceedingRs. _____ (Rupees_____) only against any loss or damage caused to or suffered by the Employer by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby (Name of Bank) (Name of Branch) Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Employer starting that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Employer by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees_____) only.

3 We, _____, undertake to pay to the (Name of Bank and Branch) Employer any money so demanded notwithstanding any dispute or disputes

raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Employer that the (Name of Bank and Branch) guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee.

PROVIDED HOWEVER that the Bank shall be the request of the Employer but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Employer may require from

time to time.

5. We, _____ further agree with the Employer that the (Name of Bank and Branch) Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Employer or any indulgence shown by the Employer to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [**insert city**] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs.

_____ (Rupees

_____only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref:

The undersigned, having studies the pre-qualification submission for the abovementioned project, hereby states:

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

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

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

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

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

Date:

Place:

Name of the Applicant: _____

_____

Represented by (Name & Capacity) _____

_____

SPECIMEN LETTER OF AUTHORITY FROM BANK

FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,

The Managing Director,

Raipur Smart City Limited

Dear Sir,

Sub: Our Bank Guarantee

No._____ dated_____forRs._____ favouring yourselves issued on a/c of M/s._____

(Name of contractor) ……

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s. _____validity for expiry uptodate_____and claim expiry date upto_____

We also confirm 1) _____ 2)

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

Name of signature of Bank Officer

SPECIMEN LETTER OF AUTHORITY FOR

SUBMISSION OF BID

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

To

The Managing Director,

Raipur Smart City Limited,

Dear Sir,

We----------

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

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

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

[*Specimen signature]*

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

INTEGRITY PACT

(To be submitted on Non-Judicial stamp paper of Rs. 100/-)

This Integrity Pact is made at_____on this day_____2018

Between

Raipur Smart City Limited (RSCL), a Special Purpose Vehicle under the Company's Act and owned and controlled by the Raipur 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) _____

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 _____ 2018

[Signature]

[Company stamp]

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

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

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

I/We Mr./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 _____ 2018

[Signature]

[Company stamp]

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

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

Undertaking for Cashless Transactions
Affidavit

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

Myself Mr./Ms _____ the Authorized signatory of M/s _____ who have won the bid for the work Name :----------hereby declare that we shall make Cashless payments to our Employees & we will not hold Raipur Smart City Limited (RSCL) responsible for any non-payment to our employees.

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

Authorized Signatory

Sign & Seal

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

VOLUME – III

BID Form

SECTION X – FINANCIAL BID FORM

[TO BE UPLOADED ONLINE ONLY. IF FINANCIAL BIS IS FOUND IN ANY OTHER FORM, THE BID SHALL BE DEEMED TO BE REJECTED]

To,
Managing Director,
Raipur Smart City Limited,
Ground Floor, Chatrapati Shivaji Maharaj Outdoor Stadium,
Opp Budha Taalab, Raipur 492 001

Sub: BID for "Selection of Contractor for Lake Purification & Restoration with Bioremediation or Equivalent technology in Telibandha Lake" in Raipur C.G." -2nd Call

Dear Sir,

1. I/We have perused the RFP for subject assignment and letter comprising Financial Bid and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the RFP. I/We have also perused the contract price weight ages as given in Section VIII Contract Data payment terms and conditions and Section-II – Instructions to Bidders (Evaluation of Bid).

2. Our price offer, inclusive of all taxes

PART A

S. No	Name of the Service	Unit	Quantity	Amount
1	i) Inflow purification arrangement & Initial Physical Cleaning., ii) Lake purification & restoration with bioremediation or other equivalent technology within first 6 months.	Lump sum	1.00	
A	**Total Lumpsum quote by the bidder – Part A**			

PART B

S. No	Name of the Service	Unit	Quoted Price	Discount Factor	Evaluated Price
A	**B**	**C**	**D**	**E**	**(F=DXE)**
1	Annual Operation & Maintenance to achieve desired water quality parameters for 1st Year	Lumpsum		1	
2	Annual Operation & Maintenance to achieve desired water quality parameters for 2nd Year	Lumpsum		0.893	
3	Annual Operation & Maintenance to achieve desired water quality parameters for 3rd Year	Lumpsum		0.797	
4	Annual Operation & Maintenance to achieve desired water quality parameters for 4th Year	Lumpsum		0.712	
5	Annual Operation & Maintenance to achieve desired water quality parameters for 5th Year	Lumpsum		0.636	
B	**Total Evaluated Price (including Discounting Factor) by the bidder – Part B**				

PARTA + PART B

Sl.No.	Particulars	Amount
1	Part A – Total Quoted Price	
2	Part B – Total Evaluated Price	
A + B	**Total Evaluated Price of the Bidder**	

is Rs……(In Words_____)

Note :

a) **L1 will be selected based on the Combined total of Evaluated price for Part B & Quoted price for Part A.**

b) **Contract will be awarded on the basis of negotiated total quoted value of the bidder (Part A+ Part B).**

This offer is valid for a period of 90 days from the due date of online submission of the proposal document.

3. I/We also agree to accept the Proportions of the Contract Price for different stages of Construction of the Project Work shall be as specified below:

Payment terms and conditions:

Part – A: Payment for Lake purification and restoration with Bioremediation or other equivalent technology

- 40% shall be after supply of material at site as per the clause 1.4.2 in Section-II
- 40% shall be after installation & commissioning
- 20% shall be after handing over the complete purification work.

Part – B: Payment for Operation & Maintenance

- Payment for O & M will be made in equal installments on quarterly basis. Amount of each quarter will be as per negotiated O&M price for that relevant year.

Yours faithfully,

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

Name & seal of Bidder

NOTE:

1. All the payment under this contract will be made only in Indian Rupees. The fees/price shall be quoted in Indian Rupees only. The consultants shall be paid for the services rendered as per the TOR as per payment schedule given above.
2. Contractor shall provide assistance /services if any required for obtaining necessary Statutory clearances from the Government and other concerned authorities.

Witness	Signature
Signature	Name
Name	Designation
Address	For and on behalf of

Signature

Name (In block letters)_____

Designation_____

Name of the firm_____