

RAIPUR SMART CITY LIMITED



REQUEST FOR PROPOSAL

For

Design, supply, construction, installation, testing and commissioning of **Inlet Weir Works, Sewage Pumping Station (3.00 MLD), Sewage Treatment Plant (3 MLD) and Recycled Water Pumping Station(3 MLD)** based on SBR technology with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh- 3rd Call

NIT NO:- ____/RSCL/2018,

RAIPUR DATED: 07/08/2018

Volume 1: Instruction to Bidders TECHNICAL BID

Employer

Managing Director

Raipur Smart City Limited

Outdoor Stadium Sports Complex Nagar Nigam

Opp to BudhaTalab

Raipur, Chhattisgarh

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

NIT NO:- ____/RSCL/2018,

RAIPUR DATED: 07/08/2018

Online bids are invited from Registration in "A" Class with PWD/PHE/WRD dept of Govt. of Chhattisgarh or equivalent registration with other state Governments PWD/CPWD/ Railway and Other Contractors who are registered in Board, Corporation, and Government Undertaking /Organizations of state & central government including all Public-Sector Units etc for the following of works up to **20/08/2018 at 17:30 hours.**

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount	EMD Amount	Time Period	Tender Fees
1		Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant (3 MLD) based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh- 3rd Call	10.39 Cr.	7.8 Lakh (DD/FDR/BG/ ONLINE)	18 months (including Monsoon & 3 Months Trial Run)	10000 (non-refundable to be submitted online only)

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> from **07/08/2018 17:30 Hours** (IST) onwards.

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

NOTE: -

1. All eligible/interested contractors are mandated to get enrolled on e-Procurement portal.
2. Contractors 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@cgsan.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 for similar work on GoCG e-Procurement System <http://eproc.cgstate.gov.in>

Sr No	System Tender No.	Name of Work	Tender amount	Earnest Money Deposit	Eligible class of contractor/ firm	Time Period	Remarks
1		Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant (3 MLD) based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh – 3rd Call	10.39 Cr.	7.8 Lakh	Registration in "A" Class with PWD/PHE/WRD dept of Govt. of Chhattisgarh or equivalent registration with other state Governments PWD/CPWD/ Railway and Other Contractors who are registered in Board, Corporation, and Government Undertaking /Organizations of state & central government including all Public-Sector Units etc	18 months (including Monsoon & 3 Months Trial Run)	3rd Call

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. 18002582502** 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. Physical Submission of EMD will be accepted by Speed Post/ Registry or by hand. BG/FDR/Demand Draft in favor of MD, RSCL, Raipur payable at Raipur (C.G.) will be submitted at Office of the Raipur Smart City Limited upto dated **23-08-2018 up to 17.30 hrs.**
6. Conditions related to e-Procurement are furnished in Annexure O of 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 scanned copy of Affidavit worth Rs. 100/- through online only and EMD physical by speed post or Registered post only.
11. Detailed project report of this project shall be viewed by interested Bidder in the office of RSCL on submission of request letter and on approval of Engineer in charge.
12. The corrigendum & clarifications issued against NIT No. 79/RSCL/2018, for the same work holds good for this NIT also. Same are enclosed with the NIT for reference.

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

KEY DATES

S No.	RSCL Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date		07-08-2018	17:30
2		Pre-Bid Meeting Date	--	--
3	Pre-Bid queries Response & Clarification Date		--	--
4		Online Bid Submission End Date	20-08-2018	17:30
3		Physical Doc Submission End Date Only EMD in the form of DD/FDR/BG.	23-08-2018	17:30
4	Bid Open Date (Scheduled)		24-08-2018	11:00

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

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List of Abbreviations

ABD	Area Based Development
BSNL	Bharat Sanchar Nigam Limited
COPA	Conditions of Particular Application
CSPDCL	Chhattisgarh Power Distribution Company Limited
EIC	Engineer-In-Charge
GCC	General Conditions of Contract
HT	High tension
IRC	Indian Road Congress
ITB	Instruction to Bidders
LT	Low Tension
PMC	Project management Consultant
ROW	Right of Way
RSCL	Raipur Smart City Limited
SCC	Special Conditions of Contract
TPC	Third Party Consultant
DPR	Detail Project report

VOLUME – I

Information to Bidders

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.

SECTION I – NOTICE INVITING TENDER

Tender Notice No.	_____/RSCL/2017-18
Organization Name	Raipur Smart City Limited (RSCL)
Name of Work	Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh – 3 rd Call
Tender Type	Design, Build & Operate Contract
Bidding Type	Open, National Competitive Bidding
Type of Contract	Single Work
Bidding Currency	Single- Indian National Rupees
Estimated Cost Put to Tender	Rs. 10,39,77,500.00/- (Rupees Ten Crore Thirty-Nine Lakh Seventy-Seven Thousand Five Hundred Only)
Joint Venture	Not Allowed
Period of completion of work	18 Months (Including Monsoons and 3 Months Trial & Run)
Period of O & M	For period of 10 years from Commissioning of all works
Defect Liability Period	For period of 5 year from Commissioning of all works and issuance of Completion certificate for satisfactory commissioning of all works
Qualifying Criteria	<p>A. Registration in "A" Class with PWD/PHE/WRD dept of Govt. of Chhattisgarh or equivalent registration with other state Governments PWD/CPWD/ Railway and Other Contractors who are registered in Board, Corporation, and Government Undertaking /Organizations of state & central government including all Public-Sector Units etc.</p> <p>B. Turn Over - The average annual financial turnover during the last 3 years ending 2017-18 should not be less than Rs. 311.93 lacs (30% of the estimated amount put to tender)</p> <p>C. Solvency certificate from Nationalized/ (Except Co-operative Banks) banks for Rs. 415.91 lacs 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.</p> <p>D. Similar nature of Work:</p>

	<p>The bidder must have completed similar nature of work i.e. design, detailed engineering, procurement, construction, testing, commissioning of SCADA based fully automatic Sewage Treatment Plants (STP)/ Effluent Treatment Plant (ETP) /Water Treatment Plant (WTP) / Common Effluent Treatment plant (CETP) / Sewerage Project based on SBR Technology within last seven financial years i.e. for a period starting from 01/04/2011 and ending one month prior to Bid Submission Date</p> <p>One contract of Rs 831.82 Lacs (80% of Tender amount)</p> <p>Or</p> <p>Two contracts of Rs 519.89 Lacs each (50% of Tender amount)</p> <p>Or</p> <p>Three contracts of Rs 415.91 Lacs each (40% of Tender amount)</p>
Downloading of Tender Documents	From 07/08/2018 17.30 Hrs to 20/08/2018 up to 17:30 Hrs.
Pre-Bid Meeting Date & Time	Not Applicable.
Venue of Pre Bid Conference	Not Applicable.
Last date of online submission of Tender documents & website	On or before date 20/07/2018 upto 17:30 hrs https://eproc.cgstate.gov.in
Submission of Original Demand Draft against Tender Fee and EMD as mentioned in Tender Document.	Upto 23/08/2018 till 17.30 hrs at the Office of "Managing Director, Raipur Smart City Limited, Ground Floor, Indoor Stadium, Opp Budha Taalab, Raipur 492 001 by Hand Delivery / R.P.A.D. / Speed post.
Opening of Bid (Technical) & PQ documents submitted electronically.	If possible on 24/08/2018 at 11:00 hrs.
Bid validity period	180 days from the from Online Bid Submission date
Document Fee	Rs.10,000/- (Excluding Taxes) In form of online payment or Account Payee Demand Draft payable in favor of Managing Director, Raipur Smart City Limited payable at Raipur with bid submission.
EMD (BID SECURITY)	<p>Rs 7.80 Lacs (Rupees Seven Lakh Eighty Thousand Only) by the way of Demand Draft / Pay Order issued in favour of Managing Director, Raipur Smart City Limited, Raipur through Nationalized/ Scheduled Bank payable at Raipur.</p> <p>Or</p> <p>The tenderer shall pay amount of EMD i.e Rs 7.80 Lacs (Rupees Seven Lakh Eighty Thousand Only) in the form of Bank Guarantee obtained from the Nationalized/ Scheduled Bank, having its branch at Raipur. BG for EMD should be in favor of "Managing Director", Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Opp Budha Taalab, Raipur 492 001.</p> <p>EMD in no other form shall be accepted.</p>

Officer Inviting Bid	Managing Director, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Budha Taalab, Raipur 492 001.
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MANAGING DIRECTOR,
RAIPUR SMART CITY LIMITED, RAIPUR

SECTION II –INSTRUCTION TO BIDDERS

1.0 BRIEF SCOPE OF WORKS

1.1. Scope of bid

- 1.1.1 The Managing Director, Raipur Smart City Limited, invites bids by E-Tendering for the works "Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh on Design, Build & operate Basis as detailed in the table given in NIT. The bidders may submit online bids for the work detailed in the table given in NIT.

Brief Scope of work:

The work to be carried out under this contract shall consist of various items as generally described in Tender Documents

The works under Contract comprises the Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh on Design, Build & operate Basis.

The Work Shall be executed on Design, Build, and Operate Basis.

RSCL will provide raw sewage generated from the drain at the boundary of the Sewage Treatment Plant. The sewerage treatment plant which is to be constructed in this contract would be based on SBR technology. All the works from the influent of STP up-to effluent and safe disposal of the treated effluent, including sludge treatment shall be in the scope of the contractor.

Sl. No.	Name of the Town	Design Capacity (MLD)	Treatment Process
1	Raipur	3.00	SPS & STP with SBR technology (As per bidder's proposal to meet the desired plant effluent quality within the available land area)

The Plant shall be designed for 3 MLD flow.

The Contractor has to submit space planning including plant layout for 3.00 MLD STP with SPS in the available site location along with detail note (Approach and Methodology). The successful bidder shall have to undertake site surveys, route surveys for ascertaining the terrain, topography of site and planning the scheme as well as to conduct geotechnical investigations for designing of foundation system of various structures. The contractor shall carry out all the process & hydraulic design, civil, structural, mechanical, and electrical and instrumentation designs and submit to client or their representative for review and approval

before executing the same. This is applicable to all the components of this project. The successful bidder shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format. Five years defect liability period shall be part of the contract and start from successful commissioning of the plant.

All the statutory charges & other charges such as fees, insurance, damage, NOC etc. for laying of pipeline below roads and other crossings are to be paid by the contractor. Contractor will be responsible for getting permission from CPCB. RSCL will provide required support for getting permission.

After the successful commissioning of the scheme, the contractor shall operate and maintain the system for 10 years. This includes carrying out necessary repairs of equipment, which meet original specifications; replacement of any components required for smooth running of the system, etc. during O & M period, the replacement of the items should be of the same specifications as in the original contract documents. Efficiency of all the systems as considered for design should be maintained throughout the O & M period. The power factor should be maintained throughout the maintenance period.

The detailed description of the works is included in the "Extent of Work" under Volume-II (A).

PARTICULARS PROVISIONAL

The particulars of the proposed works given as well as in the accompanying brief note are provisional and must be considered only as advance information to assist applicants.

TRIAL RUN PERIOD:

Trial run period for the work is 3 months of the entire scheme including achievement of prescribed performance parameters.

In the event of non-achievement of prescribed parameters within a period of 3 months, specified above the trial run period could be extendable to a period till the performance parameters are achieved. During the trial run period the contractor shall be responsible for the maintenance of the entire scheme including all staff, Labour material etc. repair of any defects/ replacement of the defective material used at the cost at his own cost.

The Scope of Work further includes:

- 1.1 Construction and completion of the following;
 - a. Construction of Overflow Weir.
 - b. Providing, Lowering, Laying Clear Water Pumping Main STP to Lake.
 - c. Design, supply, construction, installation, testing and commissioning of Effluent Sump with Pump house.
 - d. Extension of 11KV HT Line to STP Site & Installation of Transformers.
 - e. All other works and services ancillary or related to the full completion of the Works in accordance with the Employer 's requirements

1.2 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.

1.3 The Contractor shall make good all works including road surfaces, drains, concrete slabs, gratings, kerbs, pavements, fence, boundary wall, etc. affected or damaged during the course of construction, to the satisfaction of the Engineer. The costs of making good all these defects shall be borne solely by the Contractor and deemed included in his Contract Sum.

1.4 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.

1.5 Construction, management and quality of the Works shall comply with the Drawings, Specifications and Employers requirement.

1.6 The scope of work further includes an **Operation and Maintenance period** of Ten years for Sewage Treatment Plant & Sewage Pumping Station (3.00 MLD).and all tendered works. Cost of consumables such as Fuel for DG Set, chlorine gas toner, polyelectrolyte, alum etc & Energy Charges during O&M will be borne RSCL. Bidders are instructed to quote Operation and Maintenance Amount excluding cost of consumables such as Fuel for DG Set, chlorine gas toner, polyelectrolyte, alum etc & Energy Charges during Operation & Maintenance period. During O&M period, if these charges paid by bidder it will be reimbursed by RSCL to the bidder on submission of document/ voucher/ bills with due diligence & on approval of Engineer in charge.

2.0 INSTRUCTION TO BIDDERS

1.1. Source of funds

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

1.2. Eligible bidders

1.2.1 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.

1.2.2 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.

1.2.3 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.

1.2.4 Bidders shall be under a declaration of ineligibility for corrupt and fraudulent practices

Raipur Smart City Limited

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issued by the employer in accordance with clause 1.35

1.2.5 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. The Bidder in the same name and style shall be a well established Civil Engineering contractor with at least 5 (Five) years experience and capability for construction of all types of Civil / Mechanical / Electrical Engineering works.

b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

c. The Bidder in the same name and style must give evidence of having adequate experience in mobilizing equipment and personnel for large value contracts and in the deployment of heavy construction equipment for the type of work described earlier.

d. The Bidder must have adequate staff and equipments for carrying out work in accordance with time schedule.

e. The Bidders/Bidder must have a Project Manager with not less than 5 (Five) years experience in managing construction in the field of Civil Engineering works, similar works, as mentioned in Clause 3.1 along with minimum number of engineering, technical and other key personnel with adequate experience in civil engineering work as under:

(1) Process Engineer with Masters Degree in Environmental Engineering	1 nos.
(2) Civil Engineers (Degree holders)	2 Nos
(3) Mechanical Engineers (Degree holders)	1 Nos
(4) Instrumentation Engineers (Degree holders)	1 Nos
(5) Construction Engineer (Degree holders)	1 nos
(6) Supervisors (Diploma holders)	4 Nos
(7) Technical Assistants (Diploma / ITI)	4 Nos

Note: If sufficient staff does not exist at the time of bidding, an undertaking for employing the necessary staff shall be given by the Bidder.

f. The Bidder must provide evidence of having adequate experience. The Bidder should upload the digitally signed scanned copies to supporting certificate, reports relating to physical, financial, technical, machinery and other capability of the applicants in their original language along with certified translation of all relevant portions of the certificate/reports in English duly attached with their Digital Signature. The applicant should upload the financial capabilities in Rupees only.

g. The Bidders are required to upload digitally signed scanned copies along with their applications certificates obtained from the concerned authorities/ employers towards proof.

h. Solvency certificate from Nationalized/ Scheduled bank (except co-operative banks) for **Rs.415.91 Lacs** not older than six months as on the date of submission of the bid.

i. Qualification of the bidder:

Raipur Smart City Limited

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To be qualified for award of Contract, bidders shall:

- 1) Submit a written power of attorney authorizing the signatory of the bid to submit the bidder-
- 2) Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, and litigation history as given and described in the **Section III-Bidding Formats** to Instruction to Bidders.
- 3) Submit proposals regarding work methods, scheduling and re sourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.

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 power of attorney of the signatory of the bid to commit the bidder.
- (b) Total monetary value of construction work performed for each of the last five years.
- (c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and employers who may be contacted for further information on those contracts.
- (e) Major items of construction equipment proposed to carry out of the contract. Qualifications and experience of key site management and technical personal proposed for the contract.
- (f) Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this contract (access to lines of credit and availability of other financial resources)
- (h) Authority to seek references from the bidder's bankers.
- (i) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the party's concerned, and disputed amount.
- (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.

1.5. MINIMUM QUALIFYING CRITERIA:

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

1.5.2 FINANCIAL

1.5.2.1 TURNOVER:

Bidder must have achieved minimum average annual financial turnover (at current price level) from contract receipt of works (in all classes of civil engineering construction works only) of **Rs. 311.93 Lacs** (**Rupees Three Crore Eleven Lakh Ninety-Three Thousand Only**) in last

Three (3) financial years i.e. from year 2015-2016 to year 2017-2018.

Note:

- (i) The details pertaining to turnover for the year 2015-2016 to year 2017-2018 shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover of financial year 2017-2018 shall be considered subject to submission of provisional/audited certificate from chartered accountant by the Bidder
- (ii) Solvency certificate from Nationalized/ Scheduled (except co-operative banks) banks for **Rs. 493.20 lacs (Rupees Four Crore Fifteen Lakh Ninety-One Thousand Only)** not older than six months as on the date of submission of the bid.

1.5.2.2 SIMILAR NATURE OF WORK:

The bidder must have successfully completed similar nature of works in India i.e. SCADA /PLC/DCS based fully automatic Sewage Treatment Plants (STP)/ Effluent Treatment Plant (ETP) /Water Treatment Plant (WTP) / Common Effluent Treatment plant (CETP) / Sewerage Project with design, supply, procurement and construction within last (Seven) financial years i.e. from year 2011-2012 to year 2017-2018 and upto one month prior to last date of submission of the bid of value not less than::

- a) One similar completed works each costing not less than **Rs. 831.82 Lacs** .
or
- b) Two similar completed works each costing not less than **Rs. 519.89 Lacs**
or
- c) Three similar completed works each costing not less than **Rs 415.91 Lacs**

1.5.2.3 AVAILABLE BID CAPACITY:

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is to be more than or equal to the estimated cost of the work i.e. **Rs 10,39,77,500.00 (100% of the estimated cost)**. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = $A \times N \times 2 - B$,

Where

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

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

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

1.5.3 PHYSICAL CRITERIA:

The Bidder should have Designed, executed and satisfactorily commissioned at least One Sewage treatment plant of capacity 3 MLD or more of SBR/MBR/ASP/MBBR technology with in India.. Bidder should

have satisfactory completed Operation and Maintenance for Continuous duration of two years, of any Plant Based on SBR/MBR/ASP/MBBR Technology of capacity 3 MLD or above for any Govt, Organisation / Municipal Corporation / PSUS.STP.

Note to 1.5.3 Physical Criteria:

- i) The experience of works executed in Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of State & Central Government including all Public Sector Units shall only be considered for evaluation. The experience of any work not supported by client certificate as per attached format or in any form will not be considered for qualification.
The experience certificate from the client equivalent to not below the rank of Executive Engineer shall only be considered. The experience of sublet works / private / foreign work shall not be considered. The bidder who had already applied as a prime contractor for the same tender shall not be eligible to apply under joint venture.
- ii) The Bidder/MoU partners contract should not have been terminated/blacklisted/debarred in any State Govt/Board/Municipal Corporations/ Central Govt./ Any state Govt Organization, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organizations due to delay in projects during last five years.
- iii) The works for which bidder have not entered in to contract agreement will not be considered.

Note to 1.5 Minimum Qualification Criteria

- I. The statement showing the value and details of completed works, existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the work listed should be countersigned by the officer not below the rank of an Engineer-In-Charge OR certified by statutory auditor in case of GOVT/PSU organisation.
- II. The certificate for past performance should be as per prescribed Proforma
- III. The Bidders are required to upload latest client's certificates in Prescribed format (or in any format with yearly breakup) obtained from the concerned authorities/ employers towards proof of their having executed contracts satisfactorily along with their bids. The quantities involved should be certified by the top executive of the firm in the prescribed Proforma or in any format with yearly breakup of Volume-I.
- IV. Physical and financial performance of any work not supported by client certificate in or in any form will not be considered for qualification.
- V. The applicant Bidder must provide by uploading evidence of having adequate experience. The bid should include supporting certificate or report relating to physical, financial, technical and other capability of Bidder in their original language

along with certified translation of relevant portion of the certificate/ report in English.
The Bidder should furnish the information about financial capability in Rupees only.

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Technical Bid

STP BASED ON SBR TECHNOLOGY

- VI. The currency that shall be used for bid evaluation and comparison purposes be Indian Rupees. For conversion of US Dollar to Rupees, the rate of conversion shall be as per RBI notified rate as under prevailing rate on 31st March of corresponding financial year. In case of any other currency the same shall be converted to prevailing rate of US Dollar of the corresponding year and amount so derived in US dollar shall be converted into Rupees (as per RBI notified rate as under prevailing rate on 31st March of corresponding year.)
- VII. Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work.
- VIII. The bidder is required to submit the declaration of his financial liabilities, work on hand/completed projects on Rs. 100/- Non Judicial stamp paper. In case of false
- IX. / declaration the bidder shall be liable for penal action. Further, the details furnished in the relevant form as per tender should be in line to the declaration by the bidder.
- X. The criteria mentioned above at shall be evaluated based on the details submitted with the documents. Such bidder shall have to submit the details in the prescribed proforma which are applicable to them. Bidders should read the note under each Form/Annexure carefully and submit the details accordingly
- XI. Turnover of previous year and cost of completed / executed similar nature of work shall be given additional weight age of ten percent per year to bring them to 2017-2018 price level to account for price escalation as illustrated below:

Financial Year	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12
Multiplying Factor	1.00	1.10	1.21	1.33	1.46	1.61	1.77

Note:

- Financial year means period beginning from the 1st April to 31st March of the next year.
- The details pertaining to Turnover for the year 2013-2014 to 2017-2018 shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover of financial year 2017-2018 shall be considered subject to submission of provisional/audited certificate from chartered accountant by the bidder.
- The cost of material supplied by the Government/ Client shall not be taken into account for experience purpose.

1.6. One Bid per Bidder

- 1.6.1 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.

1.6.2 Joint Venture is not allowed, but MoU with technology provider is allowed.

EXPERIENCE OF DESIGNING AND EXECUTION OF PROPOSED TECHNOLOGY PROVIDER:

In case bidder is technology provider, they can submit documents as listed below along with technical bid. If bidder is not a technology provider and in case there bid is L1, successful bidder has to tie-up with technology provider & MoU has to be submitted before award of work.

Bidder has to submit Undertaking regarding tie-up with technology provider. Successful bidder shall submit Memorandum of Understanding (MoU) with qualified technology provider shall be submitted on Rs. 100/- non judicial stamp paper duly notarized and signed by the respective authorized representatives clearly stating the terms & conditions of the MoU

Minimum eligibility requirement for technology provider:

In case of the SBR technology, plant will become technology driven plant and in view for transparent, if the sole bidder/ lead partner is not a technology provider then the lead partner/ sole bidder must form memorandum of understanding (MoU) with the technology provider for design/performance guarantee along with the performance credentials of the offered process, its philosophy, process/design with calculations, drawing, layout, hydraulic flow diagram, process flow diagram, P&I diagram, O&M manuals, control philosophy etc. The technology provider must have a registered office in India fully equipped with trained manpower to extend services as and when required. Documentary evidence on above shall be submitted along with the offer. RSCL may cross verify the documents in case required. Bid will be disqualified in case of any ambiguity found.

Technology provider as a 'Sole Bidder' or as a 'Joint Venture Partner' shall not participate in more than one bid for this tender. However as a 'Memorandum of Understanding (MoU) partner' technology provider can participate in multiple bids for this tender.

"The Technology provider (MoU Partner) must have experience of designing and executing for STP of 3 MLD or more in India based on SBR technology. The STP as referred should have been completed in last Seven year and shall have been in successful operation for at least two year anywhere in India". The technical bid shall be evaluated based on the facts and circumstances certified by the client not below the rank of Executive Engineer or equivalent. The technology provider shall submit evidence / certificate signed by client, not below the rank of

Executive Engineer, in support, fulfilling the above required experience by the technology provider as evidence.

Successful bidder shall submit Memorandum of Understanding (MoU) with qualified technology provider shall be submitted on Rs. 100/- non judicial stamp paper duly notarized and signed by the respective authorized representatives clearly stating the terms & conditions of the MoU as per Annex-XVI. Such MOU should be valid at least up to defect liability period and it shall not be amended or modified without prior consent from RSCL during the period of performance of contract; RSCL shall not allow such change except for special reasons. Also MoU between the technology provider/contractor shall be made part of the bid/contract. Both the contractor and technology provider shall be jointly and severally responsible for the performance of the plant. The process design & drawings shall be vetted and signed by the technology provider also.

If the bidder is the technology provider, he should submit all credentials as a Technology Provider. Further he should also submit Experience Certificate as a technology provider in designing and executing and satisfactorily commissioning at least Two Sewage treatment plant of 3 MLD or more in India based on SBR Technology been completed in last Seven year and shall have been in successful operation for at least two years. Such Experience Certificate should be duly signed by designated authority of Client, not below rank of Executive Engineer in support of his claim as a technology provider.

1.7. Cost of Bidding

1.7.1 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.

1.8. Site Visit

1.8.1 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.

1.9. Bidding Documents

Content of Bidding Documents

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

- | | |
|-----------|---|
| • Vol-I | : Instruction to Bidders Technical Bid |
| • Vol-II | : Technical Specification and Employers Requirement |
| • Vol-III | : General Conditions of Contract & Special Conditions |
| • Vol-IV | : Price Bid |

1.9.2 Bidding documents

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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>

1.9.3 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.com and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than one days prior to the deadline for Pre Bid **meeting** as mentioned in NIT/BDS.

1.9.2 Pre - bid meeting

1.9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place on date as mentioned in NIT/BDS at Conference Hall, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Budha Taalab, Raipur 492 001.

1.9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

1.9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer at least one day before the meeting.

1.9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given 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 and not through the minutes of the pre-bid meeting.

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

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

(1) Envelope-A will contain:

- Proof of online payment of E-proc processing fee
- 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 Appendix-G

(2) Envelope-B will contain:

- Scanned copy of all approved/authenticated “Minimum Eligibility Criteria” documents as per para 1.4 & 1.5 of this RFP
- Scanned Signed undertaking on Rs.100 Non-Judicial Stamp Paper in case of Noncompliance of ESIC provisions as per Appendix-VII
- Scanned copy of Undertaking for making Cashless payments as per Appendix-VIII
- 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

(3) Envelope-C will contain:

The Financial Bids shall be uploaded online only strictly in the prescribed format as given in Appendix-IB, Annexure I

Bidders shall not submit hard copy of the Financial Bids.

Checklist for Hard Copy Submission: Envelope (A)**(1) Envelope-A will contain:**

- In case, EMD through 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.

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 priced Bill of Quantities submitted by the Bidder.
- 1.13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities.
- 1.13.3 Goods Service Tax (GST), all duties, levies and other taxes, if any, 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 clause 3.47 of the conditions of contract.
- 1.13.5 Precaution has to be taken while preparing the estimate. However, if bidder feels that any

item is missing or left out which is necessary for functional requirement of said work, cost of that item should be considered while bidding. It is assumed that rate quoted is final to carryout said work. So, bidder should quote rate considering the same.

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 **180 days** after the online 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 Bank Guarantee.

1.16. Bid Security (Earnest Money Deposit - EMD)

- a) Earnest money Deposit (EMD) is **Rs. 7,80,000.00**
- b) The EMD shall be payable either by Demand Draft/Pay Order or in the form of Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank having its branch at Raipur, Chhattisgarh. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the RSCL with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- 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 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) Power of Attorney for signing the BID as per the format;
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture.
- (d) if applicable, Joint Bidding Agreement for Joint Venture
- (e) Scanned copy of EMD of Rs **7,80,000/-** in the form of Demand Draft/ Pay order or Bank Guarantee in the format from a Nationalised Bank.
- (f) Scanned copy of Tender fee Rs. 10,000/- (Rupees Ten thousand only) in favour of "Managing Director, Raipur Smart City Limited, Raipur" payable at Raipur towards cost of Bid document
- (g) 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.

Financial Bid

- (h) Letter comprising the Financial Bid & Bill of Quantities

1.19.2 The bidder shall submit hard copies of following

- i) Original EMD of Rs **7,80,000.00** in the form of Demand Draft/ Pay order or Bank Guarantee in the format from a Nationalized Bank.

on or before date as mentioned in NIT/BDS. 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) hereoff 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.

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

- (a) **be addressed to Nodal Officer /Employer at the following address.**

MANAGING DIRECTOR, Raipur Smart City Limited, Ground Floor, Outdoor Stadium, Budha Taalab, Raipur, 492 001, CHATTISGARH STATE, INDIA, TELEPHONE (O) 0771-2227395 email ceo.rscl@gmail.com

(b) bear the following identification:

Technical Bid for “Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh”

Bid reference no(Insert number) DO NOT OPEN BEFORE date as mentioned in NIT/BDS

Name and address of the bidder.

The hard bound copy of Technical Bid complete in all respect should be submitted (marked tender No ---/RSCL/2017-18) in the office of Managing Director, Raipur Smart City Limited Upto 15.30 Hrs on due date and open at 16.00 Hrs on the next date 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 misplacement 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 date as mentioned in NIT/BDS & hard copy of original EMD received by the Employer on date as mentioned in NIT/BDS 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 tender document, the tenderer shall give an undertaking that no change have been made in document. If any discrepancy is noticed at any stage between the Port'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 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 conform 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 power of Attorney in his favor.
- (c) is accompanied by the required Bid security and;
- (d) is responsive to the requirements of the Bidding documents.

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 power of Attorney in his favor.
- (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;
- (b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 1.22.5

- 1.29.3. The estimated effect of the price adjustment conditions under Clause 3.47 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation

- 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.

Note – Bidder should note that Comprehensive Operation & Maintenance charges are inclusive of Water charges and exclusive of power charges. Water charges are in scope of Bidders and Bidder should quote their rates accordingly.

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

05% of contract price should be submitted in the form of Bank Guarantee obtained from nationalized Bank/Schedule Bank (Except Co-operative banks), 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. Retention money will be refunded within 60 days from the date of payment of final bill. Performance security will be refunded not later than 60 days from completion of defect liability period.

- 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 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice 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.

- (c) 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: 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 others’ information about, or to influence the Application of either or

each other; or such Bidder, or any of its Joint Venture Member thereof has
Raipur Smart City Limited 31

participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

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.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

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

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

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

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

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

- 1.37.3. **Payment of Tender fee and EMD:** The tender fees and EMD has to be paid in DD/ banker's Cheque/BG as defined in this RFP and upload the scan copy of the same in procurement site during bid submission. The original copy of the Tender fee and EMD has to be submitted to RSCL before last date/time of bid submission of 04/06/2018 at 17:30 hrs, please refer the link on the eProcurement 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 Modified RFP-2 time line for their side for tasks / activities and responsibilities to participate in the Modified RFP-2, as all the activities / tasks of each Modified RFP-2 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 Modified RFP-2 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. (Please refer Table 2 for more details).

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

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

- 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, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

- 1.37.10 **Key Dates:** The bidders 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 should be submitted to the Tender Inviting Authority on or before date as mentioned in NIT/BDS.

Technical Bid - Submit the technical proposal online as per mentioned in Section "Technical Bid Format" on proposal due date as mentioned in NIT/BDS.

Financial Bid - Submit the financial proposal as per the format mentioned in Section "Bid Format" up to 17.30 Hrs on proposal due date of as mentioned in NIT/BDS.

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

Sr. No.	Description	Statement
1	Specimen For Form of Technical Bid	APPENDIX IA
2	Letter comprising the Financial Bid	APPENDIX IB
3	Details of structure and organization	ANNEX- I
4	Statement showing the similar works completed n the last Five years. i.e. for a period starting from 01/04/2011 and ending one month prior to Bid Submission Date	ANNEX- II
5	Statement showing the similar works on hand / in progress On Date	ANNEX- III
6	Details of Financial Information	ANNEX- IV
7	Solvency Certificate from a Nationalized/Scheduled Bank (except co-operative banks)	ANNEX- V
8	Projects Under Execution or Awarded/LOI Issued.	ANNEX- Vi
9	Format of Undertaking for compliance of ESIC provisions	ANNEX- VII
10	Undertaking for Cashless Transactions	ANNEX- VIII
11	PERFORMANCE REPORT OF WORKS	ANNEX- IX
12	Details of technical & administrative personal to be employed for the Work	ANNEX- X
13	Details of Experience for Physical Qualification Criteria	ANNEX- XI
14	Details of construction Plants, equipment etc. likely to be used in carrying out this work.	ANNEX- XII
15	Litigation Details	ANNEX- XIII
16	Site visit certificate	ANNEX- XIV
17	Affidavit	ANNEX- XV
18	MEMORANDUM OF UNDERSTADING (MOU) FOR TECHNOLOGY TIE-UP AGREEMENT WITH QUALIFIED TECHNOLOGY PROVIDER	ANNEX- XVI
19	Pre Contract Integrity PACT	Annexure-G
20	AFFIDAVIT (In case bidder is Not a Technology Provider)	Form-3

APPENDIX IA
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, Budha Taalab, Raipur 492
001.

Subject – “Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station (3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh”

Dear Sir,

With reference to your Tender document dated *** **¹, 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 construction 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 1.32 of 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 upto 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 Bank Guarantee 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 180 (one hundred and Eighty) 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,

APPENDIX -IB**Letter comprising the Financial BID**

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

Dated: _____

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

Sub: BID for Subject - "Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh"

Dear Sir,

With reference to your Tender document dated *** **, 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 180 (one hundred and Eighty) 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 and the Agreement.**

Date: _____ Yours faithfully,
Place: _____ (Signature, name and designation of the
Authorised Signatory)
Name & seal of Bidder/Lead Member:.....
Class III DSC ID of Authorised

Signatory :.....

ANNEX- I 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 incase of partnership firm ever been convicted bycourt of law? If so, give details	
11	In which field of Civil engineering construction you claim specialization and interest.	
12	Any other information considered necessary but not included above.	

Sign of the applicant

Raipur Smart City Limited

ANNEX- II

Statement showing the similar works completed in the last Seven years.
i.e. for a period starting from 01/04/2011 and ending one month prior to Bid Submission Date

Sr. 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

Raipur Smart City Limited

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Raipur Smart City Limited

ANNEX- III

Statement showing the similar works on hand / in progress.

i.e. for a period starting from 01/04/2011 and ending one month prior to Bid Submission Date

Sr.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:

ANNEX- IV

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.

Sr.No.	Description of Item	2013-14	2014-15	2015-16	2016-17	2017-18
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.
 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.

ANNEX- V

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. Bankers 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.

ANNEX-VI**PROJECTS UNDER EXECUTION OR AWARDED/LOI
ISSUED.****TILL LAST DATE OF SUBMISSION OF TENDER**

Sr. No	Name of work/Project And location	Owner or sponsoring organization	Cost of work in Crores.	Date of Commencement As per contract	Stipulated date of completion	Upto 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)

Appendix-VII

Format of Undertaking for compliance of ESIC provisions

EITHER [Where the entity complied all ESIC provisions]

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

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

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

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

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

Dated this _____ day of _____ 2018

[Signature]

[Company stamp]

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

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

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

I/We Mr./Missof <Entity name><Address> hereby certify that I/We am/are the 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**

Appendix-VIII

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

ANNEX- IX

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

1. Sr No.
2. Name of work/Project and Location
3. For STP/ETP/WTP project:
 - (i) STP/ETP/WTP Projects
 - a) Government organization
 - b) Semi Government Organization
 - c) Corporation/Nagar Palika etc
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	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(ii)	Finance Soundness	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(iii)	Technical Proficiency	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(iv)	Resourcefulness	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(v)	General behavior	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> 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.

ANNEX-X

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

Sr. 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.	Remarks
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.**

Enclosure : - 1) Photograph
2) Educational Qualification Certificates
3) Experience Certificates

ANNEX-XI**DETAILS OF EXPERIENCE FOR PHYSICAL QUALIFICATION CRITERIA**

Sr.No	Name of work	Cost of work in Rs. Lakhs	Work completed/ in progress	Particulars of item	Unit	Unit (MLD)	STP Capacity
				STP/ETP/CETP Construction, Installation, Testing and Commissioning			
				STP/ETP/CETP Operation and Maintenance experience			
Experience of Technology Provider:							
Sr. No.	Name of Technology Provider	Cost of work in Rs. Lakhs	Work completed/ in progress	Technology Proposed	Unit (MLD)	STP Capacity	

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) In case the bidder has executed the works mentioned above in Joint Venture, he shall mention their stake in the works executed. The client certificate along with copy of joint venture agreement mentioning the JV stake shall also be attached.

Enclosure : - 1) Photograph
2) Experience Certificates

Raipur Smart City Limited

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ANNEX-XII

Detail of Construction, Plant & Equipment Likely to be used in Carrying out the Work

Sr. No	Name of equipment	Capacity/Type	Minimum Number to be Mobilized
1	2	3	4
1	J.C.B. & / or Excavator		1
2	Trucks / Dumpers		2
3	Rock Breaker with Excavators		1
4	Pump & Motor		1
5	Diesel Generator		1
6	Dewatering Pumps		2
7	Concrete Batching Plant		1
8	Concrete Pumps		2
9	Needle Vibrators		5
10	Plate Vibrators for Bedding		2
11	Standard Testing Laboratory (As prescribed)		
13	Other		

Note : - i) Ownership proof shall have to attach
 ii) * - Hired equipment may be considered

Place :
 full address

Signature of the Contractor with

Date :

ANNEX-XIII

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:

Sr. 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

ANNEX-XIV

Site Visit Certificate

I/we _____, authorized representative
of M/s

_____ have visited the site of the proposed;

“Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh”.

We have inspected and evaluated all the s i t e Area as mentioned in Tender document with reference to its location, topography, soil conditions, 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

ANNEX-XV

To be given on Non-judicial stamp paper of **Rs 100 duly** signed by authorized notary

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 P 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.

ANNEX-XVI

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR TECHNOLOGY TIE-UP AGREEMENT WITH QUALIFIED TECHNOLOGY PROVIDER

(To be made on Rs. 100/- non judicial stamp paper and duly notarized to be submitted by successful bidder at time of Agreement with employer)

This **Technology Tie-up Agreement (herein referred as TTA)** is entered into on date by and between **M/s** (Name of the Company/Bidder) (Hereinafter referred as '**XXX**'), a company incorporated under the Companies Act 1956 with a Registered Office at

.....

AND

M/s (**Technology Provider**) (Hereinafter referred as '**YYY**'), a company incorporated under the Companies Act 1956 with a Registered Office at

.....

WITNESSETH

WHEREAS '**XXX**' is in the business of turnkey execution of Water and Sewage / Wastewater Treatment Plants.

WHEREAS '**YYY**' is in the business of Design, Engineering and Supply of Key Components for **Sequential batch Reactor (SBR) Technology** for Sewage / Wastewater Treatment Plants.

WHEREAS Raipur Smart City Limited, Raipur (Client) (Hereinafter referred as '**RSCL**') has invited sealed tenders on prescribed Proforma from reputed and experienced agencies on turnkey basis for " **Design, supply, construction, installation, testing and commissioning of Sewage Treatment Plant based on SBR technology including Inlet Weir Works, Sewage Pumping Station (3.00 MLD) and Recycled Water Pumping Station(3 MLD) with MCC panel room, SCADA, DG set and all contingent civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 years including five years defect liability period at Budha Talab, District: Raipur, Chhattisgarh**" This Tie-up Agreement is executed specifically for the above mentioned work and cannot be used for any other Works/ Project.

AND

'**XXX**' is submitting its bid as lead partner and '**XXX**' has decided to enter into an exclusive Tie-up Agreement with '**YYY**' to engage them exclusively as Technology Provider for the biological treatment section using **Sequential batch Reactor (SBR) Technology** as a part of the above mentioned Work for which tenders are invited by '**RSCL**'. Now, therefore both the parties hereto agree as follows:

- i. '**XXX**' is submitting its bid only and exclusively with '**YYY**'.
- ii. '**YYY**' will be the Technology Provider to '**XXX**' for the **Sequential batch Reactor (SBR) Technology** to be used for in the biological treatment section of the STP.
- iii. '**YYY**' shall provide following Services and Equipments to '**XXX**':
 - a. Basic engineering for the **Sequential batch Reactor (SBR) Technology**.
 - b. Supply of all mandatory Equipments and Instruments as part of the **Sequential batch Reactor (SBR) Technology** along with back-up guarantee for performance as per the tender requirement. Back-up guarantee for performance shall be applicable and valid only in case all design and documents for the complete STP is in accordance with '**YYY**' design guidelines and all documents and drawings are reviewed, stamped and signed by '**YYY**'.

- c. Shall provide supervision assistance during erection, commissioning, performance testing and trial runs of the STP **on Sequential batch Reactor (SBR) Technology.**
- d. Shall provide supervision assistance during O & M period of the STP, if required for the **Sequential batch Reactor (SBR) Technology of the STP.**
- iv. 'XXX' will be the main contractor and the authority to sign the agreement with 'RSCL' and accept responsibility and obligation for the Works will rest with main contractor and shall be responsible to the client viz. 'RSCL'. 'YYY', in turn, shall be responsible and liable to 'XXX' for their scope of work. Further 'XXX' shall furnish bank guarantees for due Security, Performance and O&M and all other such obligations under the Project as a whole.
- v. 'YYY' shall provide and commit such resources as are necessary to perform their scope of work for the successful completion of the Project. 'YYY' shall also attend all review meetings over the Project as and when called for by 'RSCL' till the completion of the Project.
- vi. 'XXX' shall make all payments due to 'YYY' or to their accredited representative as per their Offer.
- vii. Each Party hereto in relation with the other is solely responsible and liable for their respective scope of work, to be mutually agreed between the Parties and incorporated in a detailed Agreement / Purchase Order to be entered into between the Parties before start of work for the above mentioned Work. Such detailed Agreement / Purchase Order shall deal with technical and financial aspects of the Project.
- viii. Each Party agrees to and undertakes to indemnify and hold harmless the other Party against any liability, loss, cost, damages or expenses sustained as a result of negligent or improper performance or disturbance caused by itself or by any of its sub-contractors, suppliers or associates in connection with its share of Works as per the Contract. If any third party enforces any claim, which is attributable to the scope of work of a certain party, that Party shall settle such claims. The Parties agree to indemnify each other against all claims made by any third party in respect of any infringements of any rights protected by patents, designs or copyrights or trademarks employed in the Project by any Party.
- ix. In the course of working as associates, 'XXX' / 'YYY' will be sharing information with each other which may be proprietary / confidential information / knowledge acquired by each other. It is hereby agreed that both the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract.
- x. Disputes if any arising in connection with this agreement shall, at the first place, be referred and settled mutually and amicably between the Parties herein through their respective senior executive without making reference to the arbitration. In the extreme unlikely case, where no reconciliation is reached within sixty (60) days from reference for the dispute to the other party by the dispute raising party, such dispute shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and/or any statutory amendments thereto. The number of arbitrators shall be three. Each Party shall nominate their respective arbitrators and both the nominated arbitrators shall appoint the third arbitrator who shall act as the Presiding arbitrator. The venue of arbitration shall be Raipur and the language used shall be English. The arbitral award shall be final and binding upon the Parties. Neither Party shall be released from its obligations to comply with any of the provisions of this Agreement, the contract and the detailed agreement as a result of reference of disputes to arbitration or during the course of arbitral proceeding.
- xi. This Tie-up Agreement shall be effective from the date as mentioned in the first page of the Tie-up Agreement and shall remain valid till the project completion and shall terminate on the happening of any of the following:
 - a. The bid submitted by 'XXX' is rejected or 'XXX' is unsuccessful in the bid.
 - b. The Contract for the Works has been awarded to other Third Parties.
 - c. The client notifies the Parties that they will not proceed with the Project.
 - d. Any of the Parties to the Agreement is declared insolvent by a Court of Competent Jurisdiction.
- xii. This Tie-up Agreement shall be subject to the laws in India and shall be subject to the jurisdiction of the court at Raipur Town.
- xiii. The MOU shall form the part of contract agreement (which will be submitted after awarding of the contract).

13. For the sake of correspondence, following Addresses and the Persons concerned are to be contacted:

‘XXX’	‘YYY’
Address:	Address:
Tel No. :	Tel No.:
Fax No. :	Fax No.:
Contact Person:	Contact Person:
Designation:	Designation:

For **‘XXX’**

For **‘YYY’**

(Authorized Signatory)
Name:

(Authorized Signatory)
Name:

Designation:

Designation:

Pre Contract Integrity PACT (Annexure-G)

<< Fill the attached document and submit on Rs 100 Non Judicial stamp/e-stamp paper with seal and authorized signatory sign>>

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the Integrity Pact is made on day of the month20....., between, the Raipur Smart City Limited acting through Managing Director(Designation of the officer, Department) Raipur Smart City Limited (herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, propose to procure (.....) and M/s represented by Shri/Ms (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second Party, is willing to offer/has offered.

1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distortion of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

- 3.1 The BUYER commits itself to the following:-The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *Prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. **COMMITMENTS OF BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents,

brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. **PREVIOUS TRANSGRESSION**

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. **EARNEST MONEY (SECURITY DEPOSIT)**

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) To be paid online or in the form of Demand Draft/FDR/Bank Guarantee (in favor of, Managing Director, Raipur Smart City Limited) of any nationalized / scheduled banks except Cooperative Banks.
- (ii) A confirmed guarantee by an Indian nationalized /schedule bank promising payment of the guaranteed sum to the (BUYER) on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 6.2 The Earnest Money/Security Deposit shall be valid upto a period as per RFP.

- 6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the Performance bank, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 7.2 The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

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 any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on
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BUYER

BIDDER

Name of the Officer

Designation

Organisation

Witness

1)

2)

Witness

1)

2)

FORM-3

AFFIDAVIT (In case bidder is Not a Technology Provider)

.....S/o.....
 Aged.....years.....
 (Address.....

 (For and on behalf of
), do hereby and herewith solemnly affirm/state on oath that I am aware that: -

1. Raipur Smart City Limited has proposed to construct a decentralized Sewage Treatment Plants (STP) with SBR technology for which I am bidding.
2. It is necessary to construct the STP as per drawings & designs approved by the Raipur Smart City Limited as a minimum requirement.
3. The detailed engineering drawing & design shall be provided by me in the event of myself being successful bidder.
4. All designs and drawings as required during the execution will be provided by me and I have considered detailed engineering cost in my bid.
5. No other technology or process design shall be accepted by Raipur Smart City Limited during execution of the entire contract.
6. No other technology/alternative technology, technology components, process design, etc. will be accepted by Raipur Smart City Limited from other sources. Hence, I am submitting this bid in line with the same. Core technology equipments includes, SBR decanters, diffused aeration system for SBR section and PLC/SCADA for SBR technology as per tender specifications.
7. In event of any difference of opinion between me and Technology Provider the decision taken by Raipur Smart City Limited will be final and binding on me.

Authorized signatory/ for and on behalf of

(Anix seal)