

REQUEST FOR BIDS (RFB)

Request for Bids for Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission” through e-procurement.



DEHRADUN SMART CITY LIMITED (DSCL)

**777, Saatvik Tower, Rajender Nagar,
Kaulagarh Road, Dehradun, 248001, Uttarakhand, India
Ph: 0135-270894, Fax: 0135-2750817**

RFB No. 04/DSCL/18-19/NCB/ST

Issued on: 05/02/2019

DISCLAIMER

The information contained in this Request for Bid (RFB) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Dehradun Smart City Limited or any of its employees or Transaction advisors, is provided to Bidders on the terms and conditions set out in this RFB document and any other terms and conditions subject to which such information is provided.

This RFB document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFB document is to provide the Bidders with information to assist the formulation of their Bid submission. This RFB document does not purport to contain all the information each Bidder may require. This RFB document may not be appropriate for all persons and it is not possible for DSCL and their employees or Transaction advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFB document or to correct any inaccuracies therein that may appear in this RFB document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

DSCL and their employees and Transaction advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFB document, which may arise from or be incurred or suffered in connection with anything contained in this RFB, any matter deemed to form part of this RFB document, the award of the Project, the information and any other information supplied by or on behalf DSCL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

DSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFB document. The information that DSCL is in a position to furnish is limited to this RFB only. The information contained in the RFB must be kept confidential. Mere submission of a responsive Bid/ Bid does not ensure selection of the Bidder as Contractor.

RFB for Smart Toilets**NOTICE INVITING TENDER-IMPORTANT DATA**

Sl. No.	Activity	Duration
1.	Bid Ref No.	04/DSCL/18-19/NCB/ST
2.	Availability of Bid Documents	The Bid documents for this work shall be available from website http://uktenders.gov.in from 05/02/2019 to 18/02/2019 up to 11.00 am.
3.	Pre-Bid Meeting	NOT Applicable
4.	Last date for downloading of Bid document from the E-procurement portal	18/01/2019 up to 11.00 am. The scan copy of the RFB document fees (Non-Refundable), Bid Security (EMD) and Affidavit shall be uploaded on the e-
5.	Last date and time for Bid submission/ uploading of Bid in E-procurement platform	18/02/2019 up to 05.00 pm
5.	Submission of original documents i.e. RFB document fees (Non-Refundable), Bid Security (EMD) and Affidavit	19/02/2019 up to 03:00 pm Address for submission of original documents: Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894, Fax: 0135-2750817
6.	Time and date of opening of Technical Bids	The Technical Bids will be opened on line by the Authorized Officers on 19/02/2019 at 03:30 pm in DSCL office.
7.	Date and time of opening of Financial Bids	Shall be informed later to technically qualified Bidders
8.	Joint Venture	JV is allowed. The maximum no. of members including lead member shall be 2. Please refer to the Section-III for the details of the Financial and Technical Experience.

Note: Interested Bidders can contact Mr. Surya Kotnala, Assistant General Manager (Procurement & Contract Management) for any query regarding the RFB. Mob: +91 7060033338, Email- agmproc-dscl@uk.gov.in

RFB for Smart Toilets**NOTICE INVITING TENDER -IMPORTANT DATES**

Bid Ref No.	04/DSCL/18-19/NCB/ST	
Organization Name	Dehradun Smart City Limited (DSCL)	
Name of Work	Request for Bids for Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission” through e-procurement.	
Bid Type	National Competitive Bidding(NCB)	
Bid Currency	Indian National Rupees (INR) Only	
Payment Details	Bid validity period	180 days from the last date of Bid submission
	Project Duration	Installation period –6 Months O&M Period – 05 Years after the successful installation of all the toilets.
	RFB Document Fees (Non-refundable)	INR 10,000/- (Indian Rupees Ten Thousand Only) including GST. in the form of demand draft drawn in favor of “Chief Executive Officer, Dehradun Smart City Limited, payable at Dehradun”
	Bid Security (EMD)	INR 4,15,000 /- (Indian Rupees Four Lakhs Fifteen Thousand Only) in the form of Demand Draft/FDR/TDR payable at Dehradun or an unconditional Bank Guarantee issued in favor of “Chief Executive Officer, Dehradun Smart City Limited”)
Addendum/Corrigendum	Any Addendum/Corrigendum will be published on website http:// uktenders.gov.in only.	

SECTION-I
INSTRUCTIONS TO BIDDERS

Section I -Instructions to Bidders (ITB)

	<u>General</u>
1. Scope of Bid	<p>1.1 The Employer as defined in the BDS invite bids for the construction of Works as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the BDS. The bidders may submit bid of the work detailed in the table given in the Notice Inviting Tender.</p> <p>1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.</p> <p>1.3 Throughout these documents,</p> <p>(a)The terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.</p> <p>(b)The term “in writing” means communicated in written form (e.g. by mail, e-mail, and fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;</p> <p>(c)if the context so requires, “singular” means “plural” and vice versa; and</p> <p>(d)“Day” means calendar day.</p>
2. Source of Funds	<p>2.1 The funds shall be made available by the Government of India & Government of Uttarakhand</p>
3. Eligible Bidders	<p>3.1 A Bidder may be a natural person, private entity, government-owned entity – subject to ITB 3.5 –or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In case of a JV;</p> <p>a) All partners shall be jointly and severally liable, and</p> <p>b) The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process in the event the JV is awarded the contract, during the contract executions</p> <p>c) JV shall be allowed with a maximum no. of 2 members including the lead member.</p> <p>d) The bidder shall not alter the composition of the JV till the completion of all the contractual obligations.</p> <p>3.2 A Bidder shall have the nationality of India.</p>

3.3 Government of Uttarakhand considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice. DSCL will take appropriate actions, which include not financing the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- (e) influence the decisions of the Employer regarding this bidding process; or
- (f) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bid in which the party is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (g) A Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (h) A Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

3.4 A firm shall not be eligible to participate in any procurement activities under a Government-financed project while under sanction imposed by DSCL or Government of Uttarakhand. A bid from a sanctioned firm will be rejected.

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	<p>3.5 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.</p> <p>3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>3.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to pre-qualified Bidders.</p> <p>3.8 Bidder should be registered in any State/Central Govt. organization.</p>
	<p><u>Bidding Documents</u></p>
	<p><u>Contents of Bidding Document</u></p>
<p>4. Sections of Bidding Document</p>	<p>4.1 The set of bidding documents comprises the documents listed below and should be read in conjunction with any addenda issued in accordance with Clause 6 of ITB.</p> <p>PART 1</p> <ol style="list-style-type: none">1. Section I Instructions to Bidders (ITB)2. Section II - Bid Data Sheet (BDS)3. Section III - Evaluation and Qualification Criteria4. Section IV - Bidding Forms5. Section V - Scope of Work6. Drawings7. Section VI General Conditions of Contract (GCC)8. Section VII Particular Conditions of Contract (PCC)9. Section VIII - Contract Forms <p>PART II</p> <ol style="list-style-type: none">1. Bill of Quantities (Price-Bid BOQ) <p>4.2 Bidding document will be available online on the website http://uktenders.gov.in. The bidder is expected to examine carefully all instructions, conditions of contract, Bid forms, terms and specifications, bill of quantities, Contract forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26.2 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.</p>

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5. Clarification of Bidding Documents and Pre-bid Meeting	<p>5.1 Prospective bidder requiring any clarification of the bidding document may notify the employer in writing by email at the employer address indicated in the BDS. The Employer will respond to any request for clarification received on or before the date of the pre-bid meeting. Copies of the employer's response will be uploaded in the e-procurement portal only including a description of the enquiry, but without identifying its source.</p> <p>5.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the BDS 5.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>5.3 The bidder is requested to submit any questions in writing on or before the pre bid meeting date in the format provided.</p> <p>5.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted online (or otherwise). Any modifications of the bidding documents listed in Clause 4.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively online through the issue of an Addendum pursuant to Clause 6 of ITB and not through the minutes of the pre-bid meeting.</p> <p>5.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p>
6. Amendment of Bidding Documents	<p>6.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda online.</p> <p>6.2 Any addendum thus issued shall be part of the bidding documents.</p> <p>6.3 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 Clause 20.2 of ITB.</p>
	<u>Preparation of Bids</u>
7. Language of Bids	<p>7.1 All documents relating to the Bid shall be in the language specified in the BDS.</p>
8. Documents Comprising the Bid	<p>8.1 The Bid shall comprise two envelopes submitted simultaneously online on the e-Government Procurement System (e-GPS) in accordance with ITB 20.1. One called the Technical Bid containing the documents listed in ITB 8.2 and the other the Price Bid containing the documents listed in ITB 8.3.</p>

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	<p>8.2 The Technical Bid shall comprise the following:</p> <ul style="list-style-type: none">(a) Letter of Technical Bid;(b) Bid Security, in accordance with ITB 12;(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 13.1;(d) documentary evidence in accordance with ITB 18.1 establishing the Bidder's qualifications to perform the contract;(e) Technical Proposal in accordance with ITB 15.1;(f) Any other document required in the BDS. <p>8.3 The Price Bid shall comprise the following:</p> <ul style="list-style-type: none">(a) Letter of Price Bid;(b) Completed Price Schedules, in accordance with ITB 9 and 10, or as stipulated in the BDS.(c) Any other document required in the BDS.
9. Bid Prices	<p>9.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.</p> <p>9.2 The Price bid made by the contractor should exclude the GST and all other taxes and duties. For GST, refer GCC clause 41.1. Therefore, all the duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be excluded in the rates, prices, and total Bid price submitted by the Bidder.</p> <p>9.3 The rates and prices quoted by the Bidder shall be fixed for the entire duration of the Contract and shall not be subjected to adjustment.</p>
10. Currencies of Bid	<p>10.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees only.</p>
11. Bid Validity	<p>11.1 "Bids shall remain valid for a period specified in the BDS after the deadline date for bid submission specified in Clause 19.1 of ITB."</p> <p>11.2 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 email. A bidder may refuse the request without</p> <p>11.3 Forfeiting his Bid Security/ Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 12 of ITB in all respects.</p>

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<p>12. Earnest Money</p>	<p>12.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the BDS.</p> <p>12.2 The Earnest Money Deposit (EMD) shall, at the Bidder's option, be in the form of Fixed Deposit Receipt, Bank Guarantee of a scheduled commercial bank, issued in favor of the name given in the BDS& shall be valid for six months or more after the last date of receipt of bids. Earnest money will be deposited, physically, with officer calling tender, before last date of submission of tender. A scanned copy of earnest money document will be submitted along with the tender</p> <p>12.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.</p> <p>12.4 The Earnest Money of unsuccessful bidders will be returned within 60 days of the end of the Bid validity period specified in Clause 11.1 of ITB.</p> <p>12.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</p> <p>12.6 The Earnest Money may be forfeited:</p> <p>If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;</p> <p>(a) In the case of a successful Bidder, if the Bidder fails within the specified time limit to</p> <p>(b) Sign the Agreement; and/or</p> <p>(c) Furnish the required Performance Security.</p>
<p>13. Format and Signing of Bid</p>	<p>13.1 Bidders shall submit their Bid electronically. Procedures for submission, sealing and marking are outlined in the ITB16.</p> <p>.</p> <p>13.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.</p>

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14. Cost of Bidding	14.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
15. Documents Comprising the Bid	15.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
<u>Bid Submission</u>	
16. Process of e-Bid Submission	<p>16.1 Instruction for Online Bid Submission</p> <p>I. Instructions to the Bidders to submit the bids online through the procurement portal for Procurement at http://uktenders.gov.in.</p> <p>II. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.</p> <p>III. Bidder should read each and every rules/regulations for uploading the bid on the e-procurement portal.</p> <p>16.2 Submission of Original Documents: The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, in the office specified in the BDS, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document is not to be submitted.</p>
17. Alternative Bids	17.1 Unless otherwise specified in the BDS , alternative Bids shall not be considered.
18. Documents Establishing the Eligibility and Qualifications of the Bidder	18.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

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19. Deadline for Submission of Bids	19.1 Bids must be uploaded online no later than the date and time specified In the BDS. 19.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 6, In which case all rights and obligations of the Employer and Bidders previously subject to the dead line shall thereafter be subject to the dead line as extended.
20. Late Bids	20.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
21. Withdrawal , Substitution, and Modification of Bids	21.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price prior to deadline for submission of Bids.
<u>Bid Opening</u>	
22. Opening of Technical Bids	22.1 The Employer will open the bids received, on line in the presence of the bidders/bidders’ representatives who choose to attend at the time, date and place specified in the BDS. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time online on the next working day. 22.2 The technical bid shall be opened online. 22.3 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.1 of ITB. 22.4 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 4.1 of ITB, shall be taken up and at the end of evaluation of technical bid a list will be drawn up of the responsive bids whose financial bids are eligible for consideration. 22.5 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bid being substantially non-responsive to the requirements of the Bidding Document 22.6 At the time of the opening of the ‘Financial Bid’, the names of the bidders whose bids were found responsive in accordance with clause

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22(iv) of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

22.7 The Employer shall prepare the minutes of the opening of the Financial Bids.

22.8 Process to be Confidential

22.9 Information relating to the examination, clarification, evaluation, and comparison of 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. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

22.10 Clarification of Bids and Contacting the Employer

22.11 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

22.12 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

22.13 Examination of Bids and Determination of Responsiveness

22.14 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

22.15 A substantially responsive "Financial Bid" is one that conforms to all the terms, conditions, and specifications of the bidding documents,

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	<p>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, inconsistent with the bidding documents, 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 substantially responsive bids.</p> <p>22.16 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 nonconforming deviation or reservation.</p>
	<p><u>Evaluation and Comparison of Bid</u></p>
<p>23. Confidentiality</p>	<p>23.1 Information relating to the examination, evaluation, comparison, and post qualification of Bid and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>23.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bid or Contract award decisions may result in the rejection of its Bid.</p> <p>23.3 Notwithstanding ITB 23.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
<p>24. Clarification of Bids</p>	<p>24.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bid, the Employer may, at its discretion, ask any Bidder for a clarification of its bid or submission in original, of any document submitted in the electronic bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bid, in accordance with ITB 27.</p> <p>24.2 If a Bidder does not provide clarifications of its Bid by the date and time set In the Employer’s request for clarification, its Bid may be rejected.</p>
<p>25. Deviations, Reservations, and Omissions</p>	<p>25.1 During the evaluation of Bids, the following definitions apply: (a) “Deviation” is a departure from the requirements specified In the bidding document;</p>

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	<p>(b) “Reservation” is the setting of limiting conditions or with holding from complete acceptance of the requirements specified In the bidding document; and</p> <p>I “Omission” is the failure to submit part or all of the Information or documentation required In the bidding document.</p>
26. Preliminary Examination of Technical Bid	<p>26.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 8.2 have been provided, and to determine the completeness of each document submitted.</p> <p>26.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Letter of Technical Bid;</p> <p>(b) Written confirmation of authorization to commit the Bidder;</p> <p>(c) Bid Security, if applicable; and</p> <p>(d) Technical Proposal in accordance with ITB15.</p>
27. Correction of errors	<p>27.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount In figures and therefore there is no scope of discrepancy and need for arithmetic correction</p>
28. Employer’s Right to accept any Bid and to Reject any or all Bids	<p>28.1 Employer reserves 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 or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.</p>
	<p><u>Award of Contract</u></p>
29. Award Criteria	<p>29.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid for aggregate in construction and operation & maintenance and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily</p>
30. Notification of Award	<p>30.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance/Award included in the Contract Forms, that its bid has been accepted.</p> <p>30.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>30.3 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in an English language newspaper or well-known and freely accessible website the results identifying the bid and contract numbers and the following information:</p>

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	<p>(i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose Bid were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bid were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p>
31. Signing of Contract	<p>31.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>31.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>
32. Performance Security	<p>32.1 Within 21 (twenty one) days after receipt of the Letter of Acceptance/Award, the successful Bidder shall deliver to the Employer a Performance Security of ten (10%) of the Contract Price, valid up to 60 days beyond the date of completion of all the contractual obligations including any O&M period.</p> <p>32.2 The performance security shall be either in the form of an unconditional Bank Guarantee or fixed deposit Receipts (FDR), in favor of Chief Executive Officer, Dehradun Smart City Limited Payable at Dehradun, Uttarakhand, from a Scheduled Commercial Bank.</p> <p>32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in future bids under Dehradun Smart City Limited.</p>
33. Advances:	<p>33.1 The employer will provide mobilization advances and advance against security of equipment as provided in Part I General Condition of Contract. If specified in the tender document.</p>
34. Corrupt or Fraudulent Practices	<p>34.1 The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.</p>

SECTION II

BID DATA SHEET (BDS)

Section II – Bid Data Sheet (BDS)

ITB Reference	A. General
ITB 1.1	<p>The number of the Invitation for Bids is: <u>04/DSCL/18-19/NCB/ST</u></p> <p>The Employer is: Chief Executive Officer, Dehradun Smart City Limited</p> <p>The name of the RFB is: Request for Bids for Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission” through e-procurement.</p> <p>Construction Period including successful installation: 6 Months from the start date as specified in the PCC.</p> <p>Operating and Maintenance Period: 5 Years after the successful completion of construction period including installation.</p>
	Contents of Bidding Document
ITB 5.1	For clarification purpose only , the Employer address is: Dehradun Smart City Limited, 777, Saatvik Tower , Rajender Nagar, Kaulagarh Road, Dehradun-248001, Uttarakhand, Email : agmproc-dscl@uk.gov.in
ITB 5.2	A Pre-Bid meeting <i>shall not</i> take place.
ITB 6.1	Any addendum/clarification shall be uploaded on the portal http://uktenders.gov.in only
	Preparation of Bids
ITB 7.1	The language of the bid is : English
ITB 8.2	The Bidder should also refer to the checklist enclosed in the RFB for submission of the documents.
ITB 9.2	The rates quoted by the Contractor shall be exclusive of GST which will be paid /adjusted by the client at the time of payment of the bills of the Contractor and shall be deemed to be Inclusive of other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties In regard to the deduction of such taxes at source [TDS] as per applicable law.
ITB 11.1	The Bid validity period shall be 180 days .
ITB 12.1	The bidder shall furnish a Bid Security/EMD for an amount of INR 4.15 Lakhs (Indian Rupees Four Lakhs Fifteen Thousand Only) valid till 45 days beyond the validity of Bids i.e. (180+45 days).
ITB 12.2	The Bid Security/EMD shall be in the form of Demand Draft/FDR/TDR payable at Dehradun or an Unconditional Bank Guarantee issued in favor of “Chief Executive Officer, Dehradun Smart City Limited” .
ITB 13.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Legally Enforceable Power of Attorney.

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	Bid Submission
ITB 16.2	<p>The date and time for submission of original documents like RFB Document Fees(Non-Refundable), Bid Security/EMD and Affidavit for Correctness of Bid is:</p> <p>Date: 19/02/2019</p> <p>Time: Up to 03:00 PM</p> <p>Place: Dehradun Smart City Limited, 777, Saatvik Tower , Rajender Nagar, Kaulagarh Road, Dehradun-248001, Uttarakhand</p>
ITB 17.1	Alternative Bids shall not be permitted.
ITB 19.1	<p>The deadline for uploading the Bids is:</p> <p>Date: 18/02/2019</p> <p>Time: Up to 05:00 PM</p> <p>Place: Dehradun Smart City Limited, 777, Saatvik Tower , Rajender Nagar, Kaulagarh Road, Dehradun-248001, Uttarakhand</p>
	Bid Opening
ITB 22.1	<p>The online Bid opening of Technical Parts of Bids shall take place at: Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun-248001, Uttarakhand.</p> <p>Date: 19/02/2019</p> <p>Time: 03:30 PM</p>
ITB 22.2	<p>Bid opening shall be conducted in 3 (Three) Stages;</p> <ul style="list-style-type: none">• Stage 1 – Tender Document fee, EMD and Affidavit for Correctness of Bid.• Stage 2- Technical Bid Opening. The Technical bids of only those bidders shall be opened who will submit the requisite tender document fees, EMD and Affidavit as per the format mentioned in the RFB document.• Stage 3- Financial Bid Opening. The financial bids of only those bidders shall be opened who will qualify the technical stage.
	Award of Contract
ITB 29.1	<p>The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid for aggregate in construction and operation & maintenance and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>The evaluation shall be done for the complete scope of work as a single package.</p>

SECTION III
EVALUATION AND QUALIFICATION
CRITERIA

Section III - Evaluation and Qualification Criteria

1.0 EVALUATION

The bidder shall fulfill the following qualifying requirements:-

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 5 (Scope of Work).

Non-compliance with equipment and personnel requirements described in Section 5 (Scope of Work) shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.

2.0 Qualification Criteria

2.1 The Technical Bids will be evaluated based on the following criteria. The Bidder has to mandatorily qualify the Financial & Technical Experience failing which the bid shall be treated as NON-RESPONSIVE.

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Sr	Qualification Criteria		Compliance Requirements			Documentation
	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Member	One Member
2.1.1 Financial Capabilities						
a	Net Worth	The bidder should have positive net-worth for the last financial year i.e. for FY 2017-2018	Must Meet Requirement	NA	Must Meet Requirement	NA
b	Turnover	The bidder should have minimum average annual turnover of INR 62 Lakhs for the last three financial years (2015-16, 2016-17, 2017-18)	Must Meet Requirement	Must Meet Requirement	Must meet twenty five percent (25%) of the requirement	Must meet fifty percent (50%) of the requirement
2.1.2 Experience						
a	Specific Construction Experience	Bidder should have successfully completed as a prime contractor/JV member/management contractor or sub-contractor minimum one contract within the last 7 years with a value of at least INR 1.30 Crores which is similar to the proposed works (Any type of Public Toilets/E-toilets/Pre-fabricated toilets in Govt. or Private Sector). Note: In case of JV, One member may have CAPEX experience and another member may have OPEX experience)	Must Meet Requirement	Must Meet Requirement	NA	Must Meet Requirement
						Form EXP-1 Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead *In case of large orders/ orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement from the client or through a Self- declaration which shall be substantiated by feedback from the client. DSCL reserves the right to contact the competitive authority for the specified Work Orders/Work Completion

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2.1.3: The bidder should submit a copy of the presentation which will include understanding of the scope of work, methodology, technology, work plan, O&M execution, proposed key experts to be deployed etc.

2.2 Key Personnel

The Bidder must demonstrate that he have suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Table below, those are required to perform the Contract. The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms. Bidder shall require the Employer's consent to substitute or replace the Key Personnel (reference the General Conditions of Contract 9.1) with equivalent or better qualifications only.

S. No.	Personnel	Qualification	Min Qty (Nos.)
1	Project Manager	BE Civil with 10 Years of experience in Construction works	1
2	Project Engineer (QA & QC)	BE Civil with 05 Years of relevant experience in Construction works	1
3	Site Engineer(Civil)	Diploma in Civil with 05 Years of relevant experience in Construction works	2
4	Site Engineer (Electrical)	Diploma in Electrical with 05 Years of relevant experience in Construction works	2
5	Sanitation Engineer	Diploma in Civil with 05 Years of relevant experience in Construction works	1
6	Electrician	ITI, Electrical with 02 Years of relevant experience in Construction works	2

Note: - The list of the Technical persons as mentioned above is tentative. Engineer of the project nominated from DSCL may modify the above list of the Technical persons as per the project requirements.

2.3 Equipments

List of minimum key equipments to be deployed for Work (Electrical/ Infrastructure works)

S. No.	Type of Equipment	Minimum required	Available	Own/ Lease
1	Concrete Mixer	2		
2	Pin Vibrator	2		
3	Plate Vibrator	3		

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4	Water Tanker	1		
5	DG sets	1		
6.	Welding Sets	1		
7	Other equipment as required			

Note: - The list of the equipment and plants as mentioned above are tentative. Engineer of the project nominated from DSCL may modify the above list of the equipments as per the project requirements. It is Preferred that the bidder submit the List of Electrical T & P also.

Note: The required format provided in the bid document should be filled for all the equipment mentioned above

SECTION IV
BIDDING FORMS

Note: Each filled form should contain the Project Name and RFB Ref No.

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Letter of Technical Bid

Ref No. _____

Date of Bid submission: _____

RFB No.: _____

To: The Chief Executive Officer,
Dehradun Smart City Limited,
777, *Saatvik Tower*, Rajender Nagar,
Kaulagarh Road, Dehradun-248001, Uttarakhand

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB-8);
- (b) We offer to execute works in conformity with the Bidding Documents the following Work/s: **Request for Bids for Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission” through e-procurement.**
- (c) Our bid shall be valid for a period of **180 days** from the bid submission due date in accordance with the bidding documents, and it shall remain binding up on us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 3.3;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB3.3,
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by Government of Uttarakhand (GoUK)/ Government of India (GoI) or any of its undertakings/ Other Departments any State Government, any public sector unit or any Local Body.
- (h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 3.5;*
- (i) We understand that this bid, together with your written acceptance thereof included in your letter of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (j) We agree to permit Dehradun Smart City Limited or its representative to inspect our

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accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Dehradun Smart City Limited or Government of India.

Name.....

In the capacity of.....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....

Date.....

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Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names and details of the suitably qualified Personnel to meet the requirement specified in section 3 (Evaluation and Qualification Criteria) using the Form below for each candidate.

Sr. No.	Name of the Personnel	Proposed Position

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Form PER – 2: Resume of Proposed Personnel

(The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation)

Position*		
Personnel information	Name:	Date of birth:
	Professional qualifications:	
	Experience (No of years) :	
Present employment	Name of employer:	
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	E-mail:
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company	Position	Relevant Technical and Management Experience

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Forms for Equipment

The Bidder shall provide adequate Information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed In Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Type of Equipment*	
Equipment Information	Name of manufacturer, Model and power rating
	Capacity Year of manufacture
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

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Site Organization

[Insert Site Organization Information. Site Organization refers to the organization chart for completion of the complete work as per the RFB]

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Construction Schedule

[Insert Construction Schedule]

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the Information requested in the corresponding Information Sheets Included here under

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Form ELI-1: Bidder's Information

(Note: In case of JV, the form has to fill by both the members separately)

Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.	
<input type="checkbox"/> 2. In case of a government-owned entity, any additional documents not covered under 1	

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Form LIT-1- Pending Litigation

(Note: In case of JV, the form has to fill by both the members separately)

Information on litigation history in which the bidder is involved.

(Bidder must fill in this form)

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Rs)
<i>[Insert year]</i>	<i>[Insert amount and percentage]</i>	Contract identification: <i>[Indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[Insert full name]</i> Address of Employer: <i>[Insert street/city/country]</i> Reason(s) for nonperformance: <i>[Indicate main reason(s)]</i>	<i>[Insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria. <input type="checkbox"/> Pending litigation In accordance with Section III, Evaluation and Qualification Criteria.			

Year of dispute	Amount In dispute (INR)	Contract Identification	Total Contract Amount (INR)
<i>[Insert year]</i>	<i>[Insert percentage]</i>	Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter In dispute: _____ Party who Initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter In dispute: Party who Initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History In accordance with Section III, Evaluation and Qualification Criteria			

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Litigation History in accordance with Section III, Evaluation and Qualification Criteria, as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (INR)
<i>[Insert year]</i>	<i>[Insert percentage]</i>	Contract Identification: <i>[Indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[Insert full name]</i> Address of Employer: <i>[Insert street/city/country]</i> Matter In dispute: <i>[Indicate main issues In dispute]</i> Party who Initiated the dispute: <i>[Indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[Indicate main reason(s)]</i>	<i>[Insert amount]</i>

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Form FIN – 1: Financial Situation and Performance

(Note: In case of JV, the form has to fill by both the members separately)

Information from Balance Sheet			
	2017-18	2016-17	2015-16
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Profits After Taxes (PAT)			
Cash Flow from Operating Activities			

Note: The figures filled by the bidder in the above format should also be certified by the Chartered Accountant.

Attached are copies of financial statements for the last three years required above; and complying with the requirements (Last three years legible audited financial statements (Balance sheets and Profit and Loss Accounts) including enclosures/annexures/schedules/attachments/appendix). Audit report is also attached.

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Form FIN - 2: Average Annual Turnover

(Note: In case of JV, the form has to fill by both the members separately)

Annual turnover data	
Year	Amount in INR
2017-18	
2016-17	
2015-16	
Average Annual Turnover *	

Average Annual turnover calculated as total certified payments received for work In progress or completed, for last three years(2015-16,2016-17,2017-18) of the Bidder and should be certified by a Chartered Accountant.

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Form FIN 3: Existing commitments and on-going works

(Note: In case of JV, the form has to fill by both the members separately)

Bidder should provide Information on their current commitments on all contracts that have been awarded, or for which a letter of Intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

(A) Existing commitments and on-going works:

Descripti on of work	Employer Contact details (Address, Tel, Fax, Email)	Value of Contract (In INR)	Stipulated Period of Completion	Value Of Works* Remaining To Be Completed (In INR.) (A)	Anticipate d Date of Completion	Remainin g Contract Period in Months (B)	Monthly Financial Requirement (A/B)

(B) Works for which bids already submitted and likely to be awarded/ expected additional commitment.

Description of works	Employer Contact details (Address, Tel, Fax, Email)	Estimated Value of works (In INR)	Stipulated Period of Completion	Date when decision is expected	Remarks, if any

1. *Attached Certificate (s) from the Employer

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Form EXP – 2 (a): Specific Construction Experience

(Note: In case of JV, the form has to fill by both the members separately)

[The following table shall be filled in for contracts performed by the Applicant]

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role In Contract	Prime Contractor <input type="checkbox"/>	Member In JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Rs *
If member In a JV or subcontractor, specify participation In total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Note:

Attached are completion certificates from the competent authority not less than the rank of Executive Engineer of any State /Central government department or corporation.

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Form of Bid Security, Bank Guarantee

.....*Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: *Name and Address of Employer*.....

Date:.....
.....

Bid Security No.:

We have been informed that *name of the Bidder* (hereinafter called "the Bidder") has submitted to you its bid dated (Hereinafter called "the Bid") for the execution of.....*name of contract*.....under Invitation for Bid No.....("the IFB").

Furthermore, we understand that, according to your conditions, Bid must be supported by a bid guarantee.

At the request of the Bidder, we *name of Bank*..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***amount in figures***. (*amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB");or
- (c) Having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... *Bank's seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

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Letter of Price Bid

Ref No. _____

Date of Bid submission: _____

RFB No.: _____

To: The Chief Executive Officer,
Dehradun Smart City Limited,
777, *Saatvik Tower*, Rajender Nagar,
Kaulagarh Road, Dehradun-248001, Uttarakhand

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB-6) ;
 - (b) We offer to execute works in conformity with the Bidding Documents.
 - (c) The discounts offered and the methodology for their application are:
 - (d) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
1. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
 2. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
 3. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
 4. We agree to permit DSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by DSCL or Government of India.
 5. If awarded the contract, the person named below shall act as Contractor's Representative.

Name.....

In the capacity of.....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....

Date.....

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Format for Declaration by the bidder for not being Blacklisted / Debarred

(Note: In case of JV, the form has to fill by both the members separately)

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To: The Chief Executive Officer,
Dehradun Smart City Limited,
777, Saatvik Tower, Rajender Nagar,
Kaulagarh Road, Dehradun-248001, Uttarakhand

Subject: Request for Bids for Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission” through e-procurement

RFB Reference No:

Dear Sir/ Ma'am,

I, authorized representative of _____, hereby solemnly confirm that the _____ (“Successful bidder”) is not debarred/ black -listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the bid.

In the event of any deviation from the factual information/ declaration, DEHRADUN SMART CITY LIMITED reserves the right to reject the bid or terminate the Contract without any compensation to the Company.

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax: E-mail address:

Format for Power of Attorney

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./Ms. _____ R/o _____ who is presently employed with us and holding the position of _____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for **Request for Bids for Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission” through e-procurement** including signing and submission of all documents and providing information/ responses to DEHRADUN SMART CITY LIMITED and representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

FORMAT FOR AFFIDAVIT FOR CORRECTNESS OF BID

(To be given by the Bidder on non-judicial Stamp Paper of Rs. 100/-)

I..... S/o, Resident of the
.....,
..... (Insert designation) of the (Insert name of the Bidder),
do solemnly affirm and state as under:

1. **That** I am the authorized signatory of(insert name of company) (hereinafter referred to as “Bidder”) and I am duly authorized by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.

2. That I have submitted information with respect to our eligibility for the **Request for Bids for Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission” through e-procurement** (hereinafter referred to as “Project”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. **That** I hereby affirm to furnish any information, which may be requested by Authority to verify our credentials/information provided by us under this Bid and as may be deemed necessary by Authority.

4. **That** if any point of time till the completion of all the contractual obligations, in case Authority requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of Authority.

5. **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in Bid shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.

6. That, we fully acknowledge and understand that in case any false or misleading information, as furnished by us in our Bid, is found at a later stage after the signing of the Contract Agreement amongst Authority and (Insert name of organization), it shall entitle DSCL to terminate the said signed Contract Agreement between the Parties. The costs and risks for such termination shall be entirely borne by us.

7. That all the terms and conditions of the Tender Document have been duly complied with.

VERIFICATION:

I, the above named deponent, do verify that the contents of points 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of....., 2019.

RFB for Smart Toilets**Checklist for Technical & Financial Bid**

S. No.	Particulars	Yes/No	If Yes, Page No.
1	RFB Document Fees		
2	Bid Security/EMD		
3	Affidavit of Correctness of Bid		
4	Power of Attorney		
5	Undertaking to the effect that the company has not been black-listed(duly notarized)		
6	Copy of PAN CARD issued by income tax department with copy of income tax returns for the last three FY		
7	Copy of GST Registration Certificate		
8	Copy of Incorporation Certificate		
9	Letter of Technical Bid		
10	Form PER-1 for Personnel		
11	Form PER-2 for Personnel		
12	Form for Equipment		
13	Site Organization		
14	Method Statement		
15	Mobilization Schedule		
16	Construction Schedule		
17	Form ELI-1: Bidders Information		
18	Form LIT-1: Pending Litigation		
19	Form FIN-1: Financial Situation and Performance		
20	Form FIN-2: Average Annual Turnover		
21	Form FIN-3: Existing Commitments & Ongoing Works		
22	Form EXP-1: Specific Construction Experience		
23	Letter of Price Bid		
24	Audited Balance Sheets for the last three FY		
25	Any other relevant document		

SECTION V
SCOPE OF WORK

RFB for Smart Toilets

1. Background

To meet the sanitation and cleanliness requirements at public places in Dehradun, smart public toilet is proposed to be usage to the consumer (in selected public locations). This proposal will be essential for betterment of the urban environment as the usage of smart public toilet will help to keep city clean. The smart public toilet would also enable citizens/ visitors to access the usage of smart public toilet at various locations within Dehradun.

DSCL hereby wishes to invite reputed firms (Bidder's) to develop and construct smart public toilet at public places including Operation and Maintenance of the smart public toilet for Five Years.

Locations of Smart Public Toilets are at public places in Dehradun as per clause 13.0

2. Scope of Work for Bidder

The bidders will be responsible for:

2.1 Designing, constructing / installing, operating, maintaining and transfer of smart public toilet complex .The operation & maintaining of the PTUs shall be for 5 years after the successful installation.

2.2 Making Power connection at public toilet and all electrical fittings up to the power meter; power connection & external electrification shall be obtained from Uttarakhand Power Corporation Limited (UPCL) and charges will be borne by the Contractor. Water & sewerage connection from Uttarakhand Jal Sansthan (UJS) shall be taken by Contractor & all expenses borne by the Contractor.

2.3 Providing automation system at public toilet complex including all accessory fitting as describe herein this document will be borne by the Contractor.

2.4 Quality control and monitoring systems to be at each smart public toilet location as per the following: incorporated

3. Technical Description of Smart Toilet

The Smart PTU is unmanned and electronic. It is Eco-friendly and hygienically maintained with GPRS enabled system monitoring the toilet remotely. This toilet work on sensors based technology. It has self-cleaning mechanism. It is automated access control. There is remote diagnosis and management through web reports. Waste processing is done through Bio digester/ STP or sewer connection as per site condition complete in all respect including water/sewer connection from concern authority.

Smart Public Toilets Units, by integrating electrical, mechanical and web-mobile technologies incorporate full cycle approach in sustainable sanitation.

RFB for Smart Toilets

3.1. General Features

- Card/Coin validator system installed.
- Auto flushes automatic platform cleaning mechanism to clean the toilet before and after usage.
- LED indications to notify the user about the status of the system.
- Voice Guidance to help the user to operate the toilet without manual assistance. This facility is for the disabled person only. Provisions to be made accordingly with the prior approval from DSCL.
- Display boards where instructions in Hindi and English shall be written for the aid of the user.
- In built water tank.
- Proper arrangements for 24X7 Water supply and Electrical Supply by Contractor. The charges for the Electricity and Water shall be borne by the Contractor.
- GPRS Connectivity which will help in the monitoring the health status of the unit.
- Special arrangements for the differently able must be provided.
- Feedback display system for cleanliness of the toilet. The feedback system should be installed within the smart toilet only.
- Facilities for dispensing sanitary napkin & encrusted in ladies toilet. Both the Sanitary Pad Vending Machine (Minimum 100 pads per day capacity) and Sanitary Pad Burning Incinerator (Minimum 100 pads per day capacity) has to be provided. The make of the vending and burning machine has to be approved from DSCL before procurement of the same.
- Electrical Inverter for power backup and/or Roof top solar PV. Electricity supply to be made available uninterrupted. Provisions to be made accordingly.

3.2. Functional Description

3.2.1 The unit shall have a western style WC, health faucet, lights, status display & instruction boards, etc. Water tank of minimum 2 Nos of 1000 Litre capacity shall be erected on top of the toilet unit.

3.2.2 There should be display light outside the toilet unit, which shows whether the unit is “Occupied” indicating with Red light or “Unoccupied “ indicating with Green light. The user should enter (by automated card/coin insertion) and close the door manually from inner site of WC.

3.2.3 Upon entering the toilet, indoor lights should be switched on automatically. Pre flush system will wet the closet initially. Toilet flush can be activated using a manual flush cock provided inside the toilet. Even if the user forgets to flush after usage, the system should automatically flush after the exit. Exit from the unit is completely manual. An automatic floor cleaning mechanism should also be provided through which, the floor will be cleaned automatically. The floor cleaning should be activated either through a push switch or it may be programmed to function after a specified usage.

RFB for Smart Toilets

3.2.4 The floor cleaning of walk able area inside the toilet unit shall also be provided through automation system at regular interval.

3.2.5 The contractor shall ensure proper cleaning of the slab of hand wash basin and slab. Manual cleaning is allowed.

3.2.6 The Contractor shall ensure all time clean and hygienic condition in and outside the toilet.

4. Connected Smart-Toilet Infrastructure

4.1 Smart Toilets shall be connected over a GPRS network, which ensure real-time monitoring of the usage and health status of the Smart Toilet. The health status may be viewed and managed over a web interface for ensuring minimal downtime and standardized maintenance operations. A Service Engineer must attend to technical trouble shooting of the Smart Toilets within 24 hours.

4.2 The Smart Toilet, though must integrate several electronic technologies for its smooth operations, should not provide any complex electronic interface for the user. The electronic systems are should be utilized for effective management of the Smart Toilets.

4.3 The Smart Toilet must be connected to nearby sewerage system. In case there does not exist any sewerage system in the vicinity the Contractor shall ensure the treatment of sewage and waste water from the toilet complex either by providing a bio-digester and soak pit or any other sewage treatment process. It is advisable that bidder should visit the respective sites before submission of the bid.

4.4 Outdoor advertising space on PTU complex panels must be provided.

4.5 The Smart PTUs are to be constructed in accordance with the drawings, complete with proper tiling, flooring, LED fixtures, electrical fittings, sanitary fittings, solar photovoltaic roof top panels and plumbing etc. Smart toilet must have proper vandalism proof provisions of stainless steel (SS) pipes structure, Acrylic sheets, FRP sheets, Polycarbonate roofing sheets, etc with provisions of backlit advertisement panels on 3 sides including necessary concealed electrical wiring, etc for ample illumination in night.

4.6 The advertisements are only permitted to display on the front wall and side walls of the Smart PTUs. The advertisement area is approximately 50 sq.mtr. Which can be extended after prior approval of DSCL.

4.7 The advertisements panel shall be have back lit advertising panel/Digital Advertising panel (with prior approval of the Dehradun Police) in the frame of Aluminium /Stainless Steel and covered with poly carbonate sheet as per design approved by DSCL.

RFB for Smart Toilets

4.8 No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The CONTRACTOR expressly agrees that the decision of the DSCL in this regard shall be conclusive and binding on the CONTRACTOR.

4.9 Smart PTUs are to be constructed at locations as per list given in RFP. There may be a change in the locations mentioned in the RFB. NOC of the changed location shall be provided to the contractor.

4.10 The design by the selected contractor has to be approved by DSCL. The total no. of toilets in one location is defined in the tender drawings (4 Male, 4 Female, 1 Disable and 7 Urinals for Male). Bidder to quote their prices accordingly.

4.11 The Smart Public Toilets shall have separate facility for ladies, gents and disabled persons (Divyang).

4.12 The material and the fixtures to be used in each Smart PTUs are given herewith for minimum standard. However, the Contractor can propose the higher specification than the above for approval by the DSCL.

4.13 Design criteria for preparing/submission the drawings of individual Smart PTUs in details are given RFP. The drawings provided with the RFB are tender drawings. The selected contractor has to approve the design from DSCL within the timeframe mentioned in the RFB.

4.14 Water supply: The Contractor shall ensure availability of adequate water at all times for general cleanliness of the Smart PTUs and for the use of public visiting these public conveniences. Laying of water line connection from Uttarakhand Jal Sansthan and payment of connection & usage charges shall be the responsibility of the Contractor. In case there is no feasibility of water supply immediately, in that case, the Contractor has to arrange water at his own cost.

4.15 Electricity supply: The Contractor shall ensure adequate electricity supply for proper LED lightings inside and outside the Smart PTUs from the Solar panels and electric supply. Fans and exhaust fans shall be energy efficient. The electric supply shall have to be arranged by the Contractor through meter from UPCL and further lying of electric cables, payment of connection and usage charges shall be the responsibility of the Contractor.

4.16 Sewerage Disposal: The Contractor shall ensure disposal of treated sewerage through pipe line to nearest municipal sewer line/drain at his own cost. The connection charges and user charges shall be responsibility of the Contractor. Where there is no feasibility of municipal sewer line, in that case, biodegrade is to be provided by the Contractor at his own cost. It is advisable that bidder should visit the respective sites before submission of the bid.

RFB for Smart Toilets

4.17 Landscaping: The Contractor shall put plants in and around each Smart PTUs where space is available as per the approval of the DSCL and maintain the same in good condition at all times.

4.18 Cleaning of Smart PTUs: The Contractor shall ensure cleaning of the Smart PTUs as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Contractor for Smart PTUs.

4.19 Waste Disposal: The Contractor shall provide stainless steel litterbins inside and outside the Smart PTUs as specified and dispose of the collected waste up to nearest municipal bin.

4.20 All the necessary electrical fittings/fixtures/ LED/ Exhaust fan/ Hand dryer etc. shall be of standard specifications energy efficient and quality, but not limited to the specified one herein and the work shall be got done through qualified electrician/wireman. Obtaining electrical safety clearance from regulatory body shall be the responsibility of the Contractor at his own cost.

4.21 All the sanitary fittings/fixtures (WC, Urinal pot, Cistern, Taps, Dispenser, soap dispenser, wash basins etc.) shall have automated operation & meets the standard specifications as GEM/PARKO/JAQUAR/KINGSTON & HINDUSTAN/NEYCER/PARRYWARE/SANITARYWARE CERA or equivalent, but not limited to the specified one herein and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.

4.22 In case sub-standard/defective material is used, the same shall be replaced by the CONTRACTOR at its own cost. In case of any dispute in this regard decision of DSCL shall be final.

4.23 All the Smart PTUs shall be fully automated system and shall have provided with urinal pots, washbasins, taps, WCs (European Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.

4.24 The door and ventilator frames shall be of Aluminium sections / epoxy coated MS sections panel door.

4.25 Toilets are to be provided with paddle operated dustbins.

4.26 Staff Room / Generator Room may be provided in the Smart PTUs as per drawing, if possible.

4.27 Entire colour scheme and samples of the materials shall be got approved prior to use in the construction of Smart PTUs.

RFB for Smart Toilets

4.28 The minimum specifications for the material to be used in Smart PTUs:

4.29 Relevant BIS specification shall be applicable wherein the minimum specification is not declared.

Table: 2-1 Minimum Specification

S.No.	Item description	Minimum specifications
1	Brick work	As per CPWD specifications / for modular partition wall shall be as per manufacturer Specifications.
2	Roof	RCC, M-25 with reinforcement of Fe500Grade.
3	Flooring	Reeded Granite flooring with 18 mm thick granite stone or granite tiles of required colour as Approved by DSCL.
4	Internal wall cladding	Digital wall tiles of min 5 mm thickness such as NITCO, Somany, Kajaria, Johnson or equivalent on 12 mm thick plaster in cement mortar with polymer adhesive and jointed with white cement slurry and matching pigment up to ceiling height.
5	External wall cladding	ACP cladding of approved quality & colours as per the drawings.
6	Cistern	Automatic flushing cistern with PLC controlled device, preferable concealed Cistern.
7	Storage tank	Polyethylene water storage tank ISI: 12701 marked indicating the BIS license no.
8	Sensor based Taps, stop cocks, Angle, valves, etc.	PTMT (Engineering thermoplastic) fittings of Kohler, Jaguar, Hindware, Cera, or equivalent make in the PTUs and C. P. Brass / Metal fittings in the PTUs of approved quality.
10	Fitting Electrical wirings and Fixtures	All fixtures, wiring & fittings of BIS standards. All lightings shall be LED lights, Fans, exhaust fans, Hand Dryer shall be sensor based and energy efficient.
11	Solar Photovoltaic Roof Top Panels	Electrical Supply to be made available uninterrupted. Provisions to be made accordingly.
12	Provision of ledge for placing personal belongings within the toilet cubicle as well as wash area in toilets.	

4.30 The construction be carried out as per approved drawings & specifications, wherein the specification are not clear, relevant BIS specification shall be applicable.

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

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

5. Minimum Maintenance Requirements

5.1 All PTUs should be kept opened from 5.00 a.m. in the morning to 12:00 p.m. in the night during summer from the months of March to October and from 6:00 a.m. in the morning to 12:00 p.m. in the night during winter season from November to February for all seven days a week. However, the Contractor may be allowed to open it early and close it later, if the utility is located in parks, markets & commercial areas etc. in consultation with DSCL. At some places it may be required to keep it open for round the clock, 24 hours in a day for all seven days a week. The decision of DSCL in this regard shall be final. Dedicated Operations Team, for active monitoring of security and maintenance services on a daily basis.

5.2 Water must be always available for flushing and washing.

5.3 All fittings and fixtures are to be maintained in fully functional condition always.

5.4 The surroundings areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.

5.5 The advertisement panel to be kept clean from dust stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Smart PTUs.

5.5 No leakage from roof to be permitted.

5.6 Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.

5.7 The lighting arrangement at the Smart PTUs is functional at all times. Electrical safety is to be ensured for users as well as CONTRACTOR'S staff.

5.8 All structural materials, sanitary fittings, electrical fittings and advertisement panel are to be inspected and maintained in good condition as per Good Industry Practices.

5.9 Broken floor and wall tiles are to be replaced within two days of such event.

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5.10 The flower plants and shrubs are to be maintained and watered regularly and the wastes to be disposed of regularly.

5.11 Security of all assets is to be ensured by the Contractor.

5.12 Exhaust fans should be functional always.

5.13 Provisions should be provided for attending to electric, plumbing and cleanliness related complaints.

5.14 The Contractor shall be responsible to rectify minor complaint within 6 hours after receipt/ occurrence of complaint & major break down in any Electrical/ Sanitary installation shall be rectified next day failing which penalty @500/- per day shall be imposed.

5.15 Penalty for INR 1,000/- Per Toilet / Per Day shall be levied for improper quality of maintenance i.e. improper cleaning, sanitation, blockage, improper supervision, short deployment of equipment and use of inferior quality of consumables.

5.16 All urinals, W.Cs, & all fitting and fixture shall be controlled via an occupancy sensor (electrical/electromechanical/optical etc.) And for proper functioning of the Smart Toilet Units & to save water & energy .This clause will override the clause(s) mentioning any operation otherwise e.g. manual/operation etc. If and wherever specified in the documents.

6. Requirement for Design and Maintenance of Smart Public Toilets in Dehradun

6.1 Layout:

Single entrance/exit plans work satisfactorily provided the path of the users do not cross each other and the entrance is wide enough. Dispensing with the entrance door to the public toilet helps to improve the ventilation within the toilet. Electronic products for toilets such as flush valves and faucets require minimum maintenance but offer enhanced operations that promote sanitation and perceived cleanliness because of hands-free operation. Simultaneously it has lot of challenge in Public domain. Directional signs leading to the toilets should not be too remote from main traffic area to avoid long distance walking for the aged with weak knees. It has to be easily accessible for those with urgency and for better personal safety for the user. Signages used should be sufficient and prominently displayed in all main traffic passageways, so that the user does not need to ask for directions. Signage's used should show contrast of dark solid figure against a white background and significant to be seen by the visually handicapped and the aged.

6.2 Lighting:

A well-designed lighting system will save electrical energy and improve the appearance of the toilet. Dark and shadowy, off-colour lighting can create the impression that a toilet is n" t clean. Natural lighting can be used to help create a softer, friendlier environment. All smart Public Toilets should be provided with warm-colour lighting for general lighting as well as down lights above the wash basin/mirror. The minimum general lighting level is 300 lux. Warm-

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colour lighting aids in creating a better ambience in the toilets, which in turn encourages more care and responsibility from the users.

6.3 Materials:

Materials shall be used of durable, resistant to vandalism and neglect. Examples of good materials: -

- a. Floor shall be of Non-slip ceramic tiles, natural stone, homogeneous tiles, terrazzo etc.
- b. Wall shall be of Ceramic tiles, natural stone, homogeneous tiles, stainless steel, enamelled steel panels, glass block, aluminium panels, phenolic cladding etc.
- c. Ceiling shall be of Mineral fibre board, fibrous plaster board, Aluminium panels or strips etc. Carefully selected, durable materials minimize maintenance and prevent misuse. It is highly desirable that painted finishes are avoided, together with any materials, which are affected by moisture or corrosion (e.g. woodchip products and ferrous metals).

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

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

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

6.4 Specifications of Urinals, Water Closets and Wash Basins:

Vitreous sanitary ware shall meet the criteria as per the requirement of IS-2556 and shall be auto urinal/flusher systems, designed to provide automatic flushing in Urinals and Commodes of western style without even touching anything. Auto flushing systems shall be stylish, durable, and easy to use and add a prestigious and sophisticated look to the unit. The system must eliminate wastage of precious water, eliminates the stinking and foul smell which arises due to non-flushing of urinals/wc by user in some cases. The system shall be electrically/electronic/optical etc. based auto system . Which calculates amount of water to be flushed depending upon time take by user at urinal or wc pot.

6.4.1 Urinals:

All Urinals should be fitted with a flush valve and may be with an automatic flushing device and shall be controlled via an occupancy sensor to save water. The fixture should be concealed for easy maintenance and to deter vandalism. If two or more urinals are installed, one should be installed at child's height. As a further enhancement to keep the urinal areas dry, stainless steel grating could be installed over the drainage and below the urinal bowls.

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6.4.2 Water Closets:

All W.C.s should be wall hung or seated / stand and should be fitted with automated sensor or PLC based flushing device. The fixture should be concealed for easy maintenance and to deter vandalism. W.C. cubicles should be 850mm (min) x 1500mm (min). An ablution tap coupled with hose and a spring-loaded nozzle should be installed in W.C. Floor trap should be provided within the W.C. where it is fitted with the ablution tap. The flooring of W.C. cubicles should be properly graded towards the floor trap so as to keep the floor as dry as possible.

6.4.3 Wash Basins:

The basins should have sensor based, minimum size of 500mm in length and 400mm in width. All wash basins should be installed into vanity tops, and located beneath the vanity. Vanity tops should have backsplash and apron edges. All wash basin taps should be to conserve water. The water pressure and tap/wash basin position should not cause water to splash onto user's body during activation. Where there are two or more basins, one should be installed at child's height. In order to keep the floor dry, the vanity top-cum-wash basin should be installed outside the toilets for common use by all users. Liquid soap dispensers, paper towel dispenser or hand dryer and litter bins should be installed adjacent to the washbasins.

6.5 Provisions of Facilities:

All Smart Public Toilets should be fitted with:

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

7. Special Needs for Universal Accessible Toilet for Physically Challenged Persons (Divyang)

Where sanitary provisions are to be made for wheelchair users, such provisions shall be in accordance with the requirements stipulated for Barrier-Free Accessibility for PTUs. The wash basin in handicap toilets should be within reach from a seated position so that the handicapped can do his washing without shifting himself.

A. Specifications

Gentle Slope for ramps: 1:12 max

Landing: every 750mm of vertical rise

Width & Depth: Toilet clears inner size 1500mm to 1800mm.

Surface (ramp + landing) should be slip resistant.

A ramp should be accompanied by a flight of easy-going steps

B. Handrails

Handrails should be circular in section with a diameter of 40-50mm of Stainless Steel, at least 45 mm clear from the surface to which they are attached, at the height of 850-900mm from the

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floor, extend by at least 300mm beyond the head and foot of the flight and ramp, in the line of travel and firmly grouted in the ground.

C. Tactile Surface

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

D. Installation Standards

All pipe works should be concealed, except for final connections to the fixtures. Pipe work exposed to view should be chrome-plated. Avoid surface mounting of cables. They should be fully concealed. Avoid sharp corners or edges. Coved tiles or PVC strips should be provided along these edges as far as possible. Access panels to pipe ducts should be located as far as possible in inconspicuous areas. Mirrors should be flush with the wall surface

E. Ventilation System

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

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

8. Maintenance

8.1 Sequence of Cleaning

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

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

The sequence of cleaning should follow this checklist:

- (a) Replace all expendable supplies
- (b) Pick up litter and sweep floor
- (c) Clean and sanitize commodes and urinals
- (d) Clean and sanitize basins
- (e) Clean mirrors and polish all bright work
- (f) Spot-clean walls, ledges, vents and partitions
- (g) Wet-mop floors
- (h) Inspect work and correct any errors

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

8.2 Schedule Cleaning

Scheduled cleaning should be carried out periodically on a weekly, fortnightly or monthly basis (different surfaces, wares and fittings require different cleaning periods to maintain their cleanliness). Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user.

8.3 Timing and Frequency of Cleaning

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

8.4 Basic Equipment and Supplies

Different equipment for different joints and corners, as well as different disinfectants, should be used in the cleaning of different sanitary wares and fittings. To carry out proper toilet maintenance, cleaners should have the equipment.

8.5 Correct Use of Cleaning Agents

Cleaners of Smart Public Toilets should be trained in the proper usage of specific cleaning agents and equipment for different types of materials and finishes in the toilets, e.g. tiles, mirrors, stainless steel. A recommended list of the appropriate type of cleaning agents for the different types of finish.

8.6 Mechanical Ventilation System

Mechanical ventilation systems should be: -

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

8.7 Signage for Smart PTUs:-

- a) Each Smart PTUs displays a sign board “Maintained by (Name of Agency) for DSCL” along with the DSCL logo and well lit at inconspicuous area. The e-mail address of Contractor and Engineer-in-charge with telephones numbers for any suggestion and complaint by the user.
- b) LED signage of appropriate size at least in two number, shall be put on the Smart PTUs as most visible locations for general public display “ Free Public Conveniences” in Hindi & English language.
- c) All the signage shall be preferably in Stainless Steel Plate for the following information: Hand Dryers, Gents Toilet, Ladies Toilet, Toilet for Divyang, Dustbin, No Smoking area, DSCL are.
- d) Social Message ‘keep the Toilet Clean’, ‘Save Water’ ‘Use Dustbin’ ‘Wash your Hand’ ‘Don’t Spit’ etc.

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9. Operation, Cleaning and Maintenance

Table: II-2 Frequency for Spot Cleaning of Smart PTUs on daily basis

Sr.No.	Description of item/ maintenance task	Frequency for spot Cleaning
1	Cleaning of MS/Stainless steel railing including balusters & Signage	Daily & as and when required.
2	Cleaning of doors / windows	Daily
3	Cleaning /Sweeping of Floors	Daily & as and when required.
4	Cleaning of litterbins etc.	Daily & as and when required including disposal of litters etc. to the nearest DSCL dustbin/ compactors.
5	Cleaning of sanitary fixtures	Daily & as and when required to keep fixture neat and clean.
6	Removal/ disposal of waste of toilets, unhooking of WC, urinals etc.	Daily & as and when required.
7	Checking of all plumbing/ electrical connections fitting/ fixtures in all the toilet.	Weekly basis or as and when required.
8	Cleaning of surrounding of toilets	Daily & as and when required.

10. LOCATIONS FOR SMART PUBLIC TOILET DEVELOPMENT IN DEHRADUN CITY:

S.No.	Location
1	Collectorate
2	MDDA Colony, Kanwali Road
3	Gandhi Park/ Nagar Nigam Complex
4	Parade Ground-I
5	Doon Hospital
6	Railway Station
7	Parade Ground-II

The locations mentioned above may get changed and the new location shall be intimated to the successful bidder.

11. User Charges & other income from Public Toilet

11.1 User charges fixed by DSCL

Urinal	-	Free of cost
Use of W.C	-	INR 5.00 (Five only)

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11.2 Right of User charges shall be of the selected Contractor.

Contractor will collect the user charges and make arrangement for online monitoring for calculation of no of users on daily basis.

11.3 Advertisement Rights

The advertisement rights shall be of the selected contractor. The following points are to be heighted w.r.t the Advertisement Rights

- a) The advertisements are only permitted to display on the front wall and side walls of the Smart PTUs. The advertisement area is approximately 50 sq.mtr which can be extended after prior approval of DSCL.
- b) The advertisements panel shall be have back lit advertising panel/Digital Advertising panel (with prior approval of the Dehradun Police) in the frame of Aluminium /Stainless Steel and covered with poly carbonate sheet as per design approved by DSCL
- c) The right to carryout advertisement and/or any other commercial activities, to be carried out by the contractor shall be subject to prior written approval by DSCL as well as other Statutory Authorities and/or Competent Authority.
- d) No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The decision of the DSCL in this regard shall be conclusive and binding on the selected contractor.

11.3 End of the Contract Period

At the end of the Contract Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Contract Agreement shall cease to have effect and the Public Toilets Units & the entire Project facilities including the assets (i.e. both movable and immovable assets, whether provided by DSCL or brought in by the Contractor during the subsistence of the Contract Agreement), thereof shall be transferred back to DSCL as per the provisions of the Contract Agreement. All the movable and immovable assets attached shall revert to DSCL without any obligation on DSCL to pay or adjust any consideration or other payment to the Contractor.

Note: The contractor shall quote the amount in price bid considering the Advertisement Rights/User Charges.

TENDER DRAWINGS

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All Drawings/Layout plans given in RFB are for reference or guidance purpose only. The Bidder will submit the detailed drawings of the Smart toilet within 15 days from the date of final contract signing. The same shall be reviewed and approved by DSCL or through other agency approved by DSCL. This 15 days period is included in stipulated time for construction

Note: All the tender drawings are uploaded separately with the RFB Document

Bill of Quantities (BOQ)

"The Price Bid BOQ is documented separately and can be downloaded from e-procurement portal <http://uktenders.gov.in> along with the RFB document. The price bid BOQ in EXCEL FORMAT which is available on <http://uktenders.gov.in> website should be completely filled and should be uploaded as a part of the bid without which the bid shall be treated as NON-RESPONSIVE." The bidder has to quote the prices exclusive of GST.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

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Section VII - General Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Particular Conditions of Contract and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller measurements contracts for construction on the basis of the practice of the Government of India, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

General Conditions of Contract

i. General

In this Agreement, unless it be repugnant to the context herein or the subject otherwise requires, these words and expressions defined below shall have the meanings assigned to them: -

<p>1. Definitions</p>	<p>(a) The Accepted Contract Amount shall mean and include the amount accepted in the Letter of Acceptance/Award for the execution and completion of the works and remedying any defects in accordance with the terms of the Agreement.</p> <p>(b) The Adjudicator shall mean and include the person appointed jointly by the Employer and the Contractor to resolve disputes at the first Instance, as provided for in Clause 24 of the GCC.</p> <p>(c) “Applicable Laws” shall mean and include all laws which are applicable to the Project and/or to the Contractor extending to the State of Uttarakhand, having been enacted or brought into force by Government of India or Government of Uttarakhand including, notifications, orders, instruments, regulations and rules made thereunder and judgments, decrees, injunctions, writs and orders of any Court or Tribunal or Authority or Forum, as for the time being in force during the subsistence of this RFB.</p> <p>(d) Bill of Quantities shall mean and include the priced and completed Bill of Quantities forming part of the Bid.</p> <p>(e) Compensation Events shall mean and include those defined in the Clause 42 of the GCC.</p> <p>(f) The Competent Authority shall mean and include the DSCL or its Chief Executive Officer or the Additional Chief Executive Officer or anybody or committee or entity constituted or any person or entity or body or committee delegated with specified limited power for specific limited purpose by the Chief Executive Officer of the employer.</p> <p>(g) The Completion Date shall mean and include the date of completion of the works as certified and declared by the DSCL or 6 months for construction work period from the date of signing of contract, whichever is later, in addition to and 5 years for operation and maintenance after the expiry of such construction work period.</p>
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- (h) The **Contract** shall mean this Contract Agreement, between the Employer and the Contractor to execute, complete and maintain the works and the documents listed in sub-clause 2.3 of the GCC.
- (i) The **Contractor** shall mean the party whose bid to carry out the works has been accepted by the Employer and the men, agents, servants, directors, managers, consultants, sub-consultants, officers, staffs of the party whose bid has been accepted by the employer.
- (j) The **Contractor's Bid** shall mean and include the completed bidding documents submitted by the Contractor to the Employer.
- (k) The **Contract Price** shall mean and include the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- (l) **Days** are calendar days; **months** are calendar months.
- (m) **Defect** shall mean and include any part of the works not completed or not performed or not done in accordance with the contract.
- (n) The **Defects Liability Certificate** shall mean and include the certificate issued by Employer, after the Defect Liability Period has ended and upon correction of defects by the Contractor after the expiry of the Completion date.
- (o) The **Defects Liability Period** shall mean and include the date on which the Defects Liability Certificate.
- (p) **Drawings** shall mean and include the drawings of the works but not limited to the Contract, and any additional and modified drawings issued by or on behalf of the Employer in accordance with the Contract or instruction of the Competent Authority in writing or the Engineer-In-Charge and shall be deemed to include the figures, calculations, other information, facts, images, representations, graphical or otherwise provided or approved for the execution of the Contract.
- (q) **"DSCL"** shall mean and Dehradun Smart City Limited.
- (r) The **Employer** shall mean Dehradun Smart City Limited or DSCL and any of its officer, men, agents, servants, directors, managers, consultant and sub consultant as has been referred throughout this document.

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- (s) **Engineer** shall mean the person appointed by the Employer and responsible for supervising the execution of the Works and administering the Contract and all acts incidental as well as consequential for the proper execution of the work for which he is appointed by the employer in accordance with the terms and conditions of such appointment and who shall be treated as the Engineer-In-Charge for the purposes of this project.
- (t) **Equipment** shall mean Contractor's machinery and vehicles brought temporarily to the Site work.
- (u) **"Force Majeure"** or **"Force Majeure Event"** shall mean acts, events, conditions and/or occurrences as specified in the GCC 61.
- (v) **"In writing"** or "written" shall mean hand-written, type-written, printed or electronically made, resulting in a permanent record;
- (w) The **Initial Contract Price** shall mean the Contract Price listed In the Employer's Letter of Acceptance/Award.
- (x) The **Intended Completion Date** shall mean the date on which it is agreed by the parties that the Contractor shall complete the works as per **PCC** including date approved by the Engineer-in charge by issuing an extension of time or an acceleration order in writing.
- (y) **Materials** shall mean all supplies, including consumables, used by the Contractor for incorporation in the work.
- (z) The **Particular Condition of Contract** shall mean the documents and other information, which comprise the Contract, specifying.
- (aa) **Plant** shall mean any integral part of the work that shall have equipment's, mechanical, electrical, chemical, function, tools, machineries and shall include site area, land area where such things are lying and operating.
- (bb) **PMC shall mean** the project management consultant appointed by Employer for the job as the agreement between the employer and the PMC.
- (cc) **"Public Toilet Units (PTU)"** shall mean the unit as described in this RFB and to be developed as per this Contract Agreement by the contractor.
- (dd) **"RFB" shall mean** Request for Bid document issued by DSCL, including all "**Tender Documents**" and "**Bidding Documents**".
- (ee) The **Site** shall mean the area defined as such in the PCC.

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(ff) **Site Investigation Reports** shall mean those that were included in the bidding document and are factual and Interpretative reports about the surface and subsurface conditions at the Site.

(gg) **Specification** shall mean the specification of the works included in the Contract and any modification or addition made or approved by the Engineer-in charge the Competent Authority, as the case may be.

(hh) The **Start Date** shall mean date given in the PCC which shall be latest date by when the Contractor shall commence execution of the works.

(ii) **Subcontractor** shall mean a person or corporate body who has a Contract with the Contractor to carry out a part of the work In the Contract, which Includes work on the Site.

(jj) **“Tax”** shall mean all tax, duty, and levy, charge whatsoever charged, imposed or levied under Applicable Laws. Payable/ leviabale in respect of the said Project.

(kk) **Temporary Works** shall mean works designed, constructed, installed, and removed by the Contractor that are needed for construction or Installation of the works.

(ll) **“Tender/ Bid”** shall means the Contractor's quoted Technical and/or Financial Proposal and detailed Proposal for the Project, including the Contractor’s Proposal, submitted to the Employer and as accepted by the ultimately Employer.

(mm) **“Termination Date”** shall mean the date on which this Contract Agreement terminates by efflux of time or by issuance of a Termination Notice.

(nn) **“Termination Notice”** shall mean the communication received issued in accordance with this Contract Agreement by a Party to the other Party for terminating this Contract Agreement.

(oo) **“Termination Payment”** shall mean the amount payable by the Employer to the Contractor upon the termination of this Contract Agreement.

(pp) **“Third Party”** shall mean any Person, real or judicial, or entity other than the Parties to this Contract Agreement.

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	<p>(qq) “Transfer Date” shall mean the day immediately following the last day of the Contract Period, including any extensions thereto or earlier termination thereof in accordance with the terms of the Contract Agreement.</p> <p>(rr) “Users” shall mean Person(s) / tourists using the Public Toilet Units.</p> <p>(ss) “Variation” shall mean a modification, improvement or change in the works, services, and facilities etc to be carried out by the Contractor, such that the cost of implementing the modification, improvement or change can be recovered through a 30-day adjustment of the Contract Period.</p> <p>(tt) “Works” shall mean the construction, installation, fitting, completion, testing and commissioning, operation and maintenance and rectifying and/or remedying of defects within the Public Toilet Units as the circumstance may require, and all the appurtenances thereof, including any other permanent, temporary or urgent works required to be done for proper execution of this Agreement.</p>
2. Interpretation	<p>2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer shall provide Instructions clarifying queries about these GCC.</p> <p>2.2 If sectional completion is specified In the PCC, references In the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be Interpreted In the following order of priority:</p> <ul style="list-style-type: none">(a) Contract Agreement,(b) Letter of Award,(c) Contractor’s Bid & Original Price Bid BOQ,(d) General Conditions of Contract,(e) Particular Conditions of Contract,(f) Specifications,(g) Drawings,(h) Any other document listed In the PCC as forming part of the Contract.
3. Language and Law	<p>3.1 The language of the Contract and the law governing the Contract are stated In the PCC.</p>

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4. Engineer's Decisions	4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor In the role representing the Employer.
5. Delegation	5.1 Unless otherwise specified In the PCC , the Engineer may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
6. Communi cations	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered
7. Subcontr acting	<p>7.1 The contractor may subcontract part of the construction work with the approval of the Employer in writing, upto 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations.</p> <p>7.2 Beyond what has been stated in clauses 7.1, if the contractor proposes sub-contracting any part of the work during execution of the works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:</p> <p>i.The Contractor shall not sub-contract the whole of the works.</p> <p>ii.The Contractor shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.</p> <p>7.3 The Engineer should satisfy himself before recommending to the Employer whether</p> <p>a.The circumstances warrant such sub-contracting: and</p> <p>b. The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion the Quantum of works to be sub- contracted.</p>
8. Other Contractors	8.1 The contractor shall co-operate and share the site with other contractors. Public authority's utilities and the employer between the dates given in the schedule of other contractors, as referred to in the PCC. The contractor shall also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.

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9. Personnel	<p>9.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the PCC or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the PCC.</p> <p>9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.</p> <p>9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor</p>
10. Employer's and Contractor's Risks	<p>10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.</p>
11. Employer's Risks	<p>11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.</p>
12. Contractor's Risks	<p>12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.</p>
13. Insurance	<p>13.1 The Contractor shall provide, In the joint names of the Employer and the Contractor, Insurance cover from the Start Date to the end of the complete contractual obligations including the O&M Period. In the amounts and deductibles stated In the PCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none">(a) loss of or damage to the Works, Plant, and Materials [which are Incorporated In works];(b) loss of or damage to Construction Equipment;(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) In connection with the Contract; and(d) Personal Injury or death.

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	<p>13.2 Policies and certificates for Insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such Insurance shall provide for compensation to be payable In Indian Rupees required to rectify the loss or damage Incurred.</p> <p>13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the Insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4 Alterations to the terms of an Insurance shall not be made without the approval of the Engineer.</p> <p>13.5 Both parties shall comply with any conditions of the Insurance policies.</p>
14. Site Data	14.1 The Contractor shall be deemed to have examined any Site Data referred to In the PCC , supplemented by any Information available to the Contractor.
15. Queries about the PCC	15.1 The Engineer will clarify queries on the PCC
16. Contractor to Construct the Works	<p>16.1 The Contractor shall construct and Install the Works In accordance with the Specifications and Drawings and as per Instructions of Engineer.</p> <p>16.2 The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Section 3.</p>
17. The Works to Be Completed by the intended Completion Date	17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works In accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.
18. Approval by the Engineer	<p>18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, for his approval.</p> <p>18.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p>

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	<p>18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before this use.</p>
19. Safety	<p>19.1 The Contractor shall be responsible for the safety of all activities on the Site.</p>
20. Discoveries	<p>20.1 Anything of historical or other Interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's Instructions for dealing with them.</p>
21. Possession of the Site	<p>21.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction program. At the start of the work, the employer shall handover the possession of at-least 50% of the site.</p>
22 Access to the Site	<p>22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work In connection with the Contract is being carried out or is intended to be carried out.</p>
23 Instructions, Inspections and Audits	<p>23.1 The Contractor shall carry out all Instructions of the Engineer which comply with the applicable laws where the Site is located.</p> <p>23.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records In respect of the Works In such form and details as will clearly identify relevant time changes and costs.</p>
24 Appointment of the Adjudicator	<p>24.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.</p> <p>24.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.</p>

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25 Procedure for Disputes	<p>25.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.</p> <p>25.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. If the adjudicator fails to give its decision within the period of 28 days of the receipt of a notification of a dispute, either party may within 28 days of the expiration of the above mentioned period, give notice to the other party of its dissatisfaction and intention to commence arbitration.</p> <p>25.3 The Adjudicator shall be paid the daily allowance at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. Neither party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been served in accordance with the GCC.</p> <p>25.4 If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding. In the event that a party fails to comply with the decision of the adjudicator which has become final and binding, then the other party may without prejudice to any other rights it may have, refer the failure itself to arbitration.</p> <p>25.5 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.</p>
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<p>27. Program</p>	<p><u>B. Time Control</u></p> <p>26.1 Within the time stated in the PCC, the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works and will submit the detailed drawings of the Smart Public Toilet Unit and same shall be reviewed and approved by Engineer-In charge of DSCL or through other agency approved by DSCL.</p> <p>26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Program. The Engineer-In charge shall cause these details to be verified at each appropriate stage of the program.</p> <p>26.3 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.4 The Contractor shall submit to the Employer for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Employer may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Engineer.</p> <p>26.5 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p>
<p>28. Extension of the Intended Completion Date</p>	<p>27.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the</p>

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	delay by this failure shall not be considered in assessing the new Intended Completion Date.
28 Delays Ordered by the Engineer	28.1 Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.
29 Management Meetings	29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works. 29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
30 Early Warning	30.1 The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, Increase the Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible. 30.2 The Contractor shall cooperate with the Engineer In making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone Involved In the work and In carrying out any resulting Instruction of the Engineer.
	Quality Control
31. Identifying Defects	31.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
32. Tests	32.1 The Contractor shall provide all apparatus, assistance, documents and other Information, electricity, equipment, fuel, consumables, Instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. 32.2 If the Engineer Instructs the Contractor to carry out a test not specified In the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

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<p>33. Identifying Defects and Correction of Defects</p>	<p>33.1 The Engineer shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.</p> <p>33.2 The contractor shall permit the Employer’s Technical auditor to check the contractor’s work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor’s or the Engineer’s responsibility as defined In the Contract Agreement.</p> <p>33.3 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined In the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>33.4 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer’s notice.</p>
<p>34. Uncorrected Defects</p>	<p>34.1 If the Contractor has not corrected a Defect within the time specified In the Engineer’s notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.</p>
	<p>Cost Control</p>
<p>35 Bill of Quantities</p>	<p>35.1 The Bill of Quantities shall contain items for the construction, Installation, testing, and commissioning, works, and lump sum figures for quarterly routine maintenance for the five years to be done by the Contractor.</p>
<p>36 Changes In the Contract Price</p>	<p>36.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Engineer shall adjust the rate to allow for the change. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.</p>
<p>37 Variations</p>	<p>37.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programs produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.</p>
<p>38 Payments for Variations</p>	<p>38.1 If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the PCC.</p>

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	<p>38.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.</p>
39 Cash Flow Forecasts	<p>39.1 When the Program, is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.</p>
40 Payment Certificates	<p>40.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Engineer shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.</p> <p>40.3 The value of work executed shall be determined by the Engineer. The value of work executed shall comprise:</p> <p>40.4 In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.</p> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information</p>
41 Payments	<p>41.1 Payments shall be adjusted for deductions for advance payments security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 30 days of the date of each certificate</p> <p>41.2 The Employer may appoint another authority, as specified in the PCC (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.</p> <p>41.3 Items of the Works for which no rate or price has been entered In shall not be paid for by the Employer and shall be deemed covered by other rates and prices In the Contract.</p> <p>41.4 Payment for Operation and maintenance period will be paid in 20 quarterly instalment at the end of each quarter as per the rates quoted by bidder in price bid BOQ.</p>
42 Compensation Events	<p>42.1 The following shall be Compensation Events unless they are caused by the Contractor</p> <p>42.1.1 The Engineer orders a delay or delays exceeding a total of 30days.</p>

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	<p>42.1.2 The effects on the Contractor of any of the Employer's Risks.</p> <p>42.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion date shall be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.</p>
43 Tax	<p>43.1 The Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the deadline for the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change In the amount of tax payable by the Contractor, provided such changes are not already reflected In the Contract Price.</p>
44 Currencie s	<p>44.1 All payments shall be made In Indian Rupees.</p>
45 Price Adjustment	<p>45.1 Not applicable</p>
46 Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention.	<p>46.1 The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No. security deposit/ retention shall be retained from the payments for Routine maintenance of works.</p> <p>46.2 On the completion of the whole of the construction Work and completion of operation and maintenance of two year half the total amount retained as Security Deposit is repaid to the contractor and half when the operation and maintenance of five year has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.</p> <p>46.3 The performance security equal to the ten percent of the contract price in Clause 48 of Conditions of contract is repaid to the contractor when the period of five years and six month (Construction and operation and maintenance period) is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.</p> <p>46.4 If the contractor so desires then the Security Deposit can be converted into any interest bearing security of schedule commercial bank in the name of the Employer or National Saving Certificates duly pledged in favor of the Employer for Defect Liability Period including Operation and Maintenance.</p>
47 Liquidate d Damages	<p>47.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the PCC for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the PCC. However, in case the Contractor</p>

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	<p>achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.</p>
48 Advance Payment	<p>48.1 Mobilization advance payment up to a maximum of 5% of initial contract price shall be paid to the contractor after submission of an unconditional bank guarantee in a form and by a reputable local banks including scheduled banks or nationalized banks acceptable to the Employer for an amount equal to the advance payment (to be drawn before the end of 20% of the contract period). The guarantees shall remain effective until the advance payments have been fully repaid.</p>
49 Securities	<p>49.1 The Performance Security equal to ten percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the PCC and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period including Operation and Maintenance and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.</p>
50 Cost of Repairs	<p>50.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions..</p>
	<p>Finishing the contract</p>
51 Completion of Construction and Operation and Maintenance	<p>51.1 The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the construction works is completed and after successful completion of operation and maintenance period of five year certificate of operation and maintenance will be issued.</p>

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52 Taking Over	<p>52.1 Effective from the Transfer Date or the termination date, whichever is later, the Contractor shall, transfer and assign to the Employer or its nominated agency, as the case may be, free and clear from any charges, liens and encumbrances created by the Contractor of all the Contractor's right, title and interest in and to the Works/ movable and immovable assets. The Contractor shall also deliver to the Employer or its nominated agency on transfer date or the termination date, whichever is later such project reports, manuals, plans, design drawings, reports, accounts operation and maintenance manual and other information as may reasonably be required by the Employer or its nominated agency to continue the operation of the Project either directly or by its nominated agency. The personnel of the Contractor may continue to be the employees of the Contractor subject to their written consent and the transfer of all the movable & immovable assets shall not in any manner affect their status as employees of the Contractor and they shall have no claim to any type of employment or compensation from the Employer or its nominated agency, which arises prior to such transfer.</p> <p>52.2 On completion of the transfer by the Contractor to the Employer, the Employer shall issue a „Operation and Maintenance Agreement Completion Certificate“ to the Contractor. The Operation and Maintenance Agreement Completion Certificate will have the effect of constituting evidence of transfer of all rights, titles and interests in the Project by the Contractor, and their vesting in the Employer.</p>
53 Final Account	<p>53.1 The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for construction works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability including Operation and Maintenance certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.</p> <p>53.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50. I above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.</p>

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54 Operating and Maintenance Manuals	<p>54.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.</p> <p>54.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the PCC from payments due to the Contractor.</p>
55 Termination	<p>55.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.</p> <p>55.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none">I. The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;II. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;III. The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;IV. The Contractor does not maintain a Security, which is required;V. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;VI. Any other fundamental breaches as specified in the PCC.VII. If the Contractor fails to deploy machinery and equipment or personnel as specified in the PCC at the appropriate time. <p>55.3 Notwithstanding the above, the Employer may terminate the Contract for convenience</p> <p>55.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>

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56 Payment upon Termination	<p>56.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left unrecovered it will be a debt payable to the Employer.</p> <p>56.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.</p>
57 Property.	<p>57.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.</p>
58 Releases from Performance	<p>58.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>
59 Labor Laws and Regulations	<p>59.1 The Contractor shall comply with all relevant labor laws and regulations applicable to the Contractor's personnel.</p> <p>59.2 The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.</p> <p>59.3 The Contractor shall not employ any child to perform work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age of 18 Years.</p> <p>59.4 The Contractor shall not employ "forced and compulsory labor" in any form. "Forced or compulsory labor consists of all works or service, not</p>

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	voluntary performed that is extracted from an individual under threat or force or penalty.
60 Environmental Laws and Regulations	<p>60.1 The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations. The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.</p> <p>During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.</p>
61 Force Majeure	<p>61.1 The contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>61.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>61.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>

SECTION VII
PARTICULAR CONDITIONS OF CONTRACT

Particular Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is Dehradun Smart City Limited, Dehradun, <i>Uttarakhand</i> .
GCC 1.1 (g)	Completion period of the Designing, constructing/installing[s1], Commissioning is 6 month and Operation and Maintenance period is 5 year after Successful Commissioning of the Smart Toilet Units.
GCC 1.1 (s)	Engineer-in charge is the _____, appointed by Employer.
GCC 1.1 (bb)	The Project Management Consultant is technical consultant appointed by the Employer shall proof-check all GFC drawings/design submitted by the successful bidder and approve the drawings for execution of works.
GCC 1.1 (cc)	The Site is located at, Dehradun, ABD area, Uttarakhand is defined In drawings.
GCC 1.1 (hh)	The intended Start Date shall be _____
GCC 1.1 (tt)	The Works consist: Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years in Dehradun City under “Smart City Mission”.
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the laws of Republic of India.
GCC 5.1	The Engineer <i>may</i> delegate any of his duties and responsibilities.
GCC 14.1	Site Data are as per Section V Scope of work Clause 10 & drawings attached.
GCC 21.1	The Site Possession Date(s) shall be: The site will be physically handed over by the Employer to the Contractor before date of start as per contract agreement and both the employer as well as the Contractor will issue a joint signed letter mentioning the handing over and taken over of the site.
GCC 24.1 & GCC 24.2	The Appointing Authority shall be by mutual consent of Employer and Contractor.
GCC 25.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator will be shared by Employer and Contractor on 50:50 basis.
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance and the Program shall be a part of the contract.
GCC 26.4	The period between Program updates is 10 days. The amount to be withheld for late submission of an updated Program is INR 1, 00,000/-.
C. Quality Control	
GCC 33.3	The Defects Liability Period is: 5 years

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D. Cost Control	
GCC 41.2	Employer may appoint another authority, will be Project Management Consultant
GCC 46.1	The proportion of payments retained (Retention Money) shall be 5% from each monthly bill subject to the maximum of 5% of final contract price.
GCC 47.1	<p>The liquidated damages for the whole of the Works are <i>[0.5% of the final Contract Price]</i> per week. The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the final Contract Price.</p> <p>or milestone 1 0.50% of the Contract Price per week For milestone 2 0.50 % of the contract price per week For milestone 3 0.50% of the contract price per week</p> <p>Milestone Physical target* of Period from the date of start of work works to be completed</p> <p>Milestone 1 20% 1/3rd of Intended completion period **</p> <p>Milestone 2 50% 2/3rd of Intended completion period**</p> <p>Milestone 3 100% Full Intended completion period**</p> <p>*Physical progress shall be assessed as per the latest MPR duly verified by Engineer. ** Intended completion period shall be six month from the Start Date.</p>
GCC 48.1	No advance payment shall be given
GCC 49.1	<p>Within 21 (twenty one) days after receipt of the Letter of Acceptance/Award, the successful Bidder shall deliver to the Employer a Performance Security of ten (10%) of the Contract Price, valid up to 60 days beyond the date of completion of all the contractual obligations including any O&M period.</p> <p>The performance security shall be either in the form of an unconditional Bank Guarantee or fixed deposit Receipts (FDR), in favor of Chief Executive Officer, Dehradun Smart City Limited Payable at Dehradun, Uttarakhand, from a Scheduled Commercial Bank.</p> <p>Failure of the successful Bidder to comply with the requirements of this Clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in future bids under Dehradun Smart City Limited.</p>
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GCC 54.1	The date by which “as built” drawings (and maintenance manuals) are required - within 56 days of issue of completion certificate

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GCC 54.2	The amount to be withheld for failing to produce “as built” drawings by the date required in GCC 54.1 is 10 lakh (INR)
GCC 55.2(V)	The maximum number of days is: 140 Days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.

SECTION VIII - CONTRACT FORMS

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This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the Day of,, between [name of the Employer]. (Hereinafter “the Employer”), of the one part, and [name of the Contractor].(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contract]. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them In the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) This Contract Agreement
 - (ii) The Letter of Award
 - (iii) The Contractor’s Bid Including completed schedules and priced bill of quantities,
 - (iv) The addenda Nos. _____ (if any)
 - (v) The Particular Conditions
 - (vi) The General Conditions of Contract, Including appendix;
 - (vii) The Specification
 - (viii) The drawings
 - (ix) Construction Program, Methodology, Quality Assurance Program and Environmental and Social Management Plan
 - (x) Any other document listed In the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein In conformity In all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor In consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and In the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed In accordance with the laws of India.on the day, month and year specified above.

Signed by:
for and on behalf of the Employer
In the presence of:
Witness, Name, Signature, Address, Date

Signed by:
for and on behalf the Contractor
In the presence of:
Witness, Name, Signature, Address, Date

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Performance Security- Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To:

Chief Executive Officer

Dehradun Smart City Limited

777, Saatvik Tower Kaulagarh Road, Rajendra Nagar, Dehradun

In consideration of CEO, Dehradun Smart City limited (hereinafter as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to *(Insert Name of the Contractor)* having its office at *(insert registered office address of the contractor)* (hereinafter referred as the “Contractor”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), vide letter no. _____ dated- _____ valued at INR _____ (herein after referred to as the “Contract value”) the assignment for *(insert name of the project)* in Dehradun Smart City Limited. The Supplier _____ having agreed to furnish a Bank Guarantee amounting _____ to the Employer for Performance Security of the said Agreement.

We, the _____, at a company constituted under the companies Act 1956 and deemed to be a banking company under the Banking Regulation Act 1949 having one of its branch office at _____ and having its Registered Office at _____ (herein after referred to as ‘The Bank’) at the request of the employer do hereby pay to the employer an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said supplier of any of the terms or conditions contained in the said Agreement.

We, _____ hereby affirm that we are the Guarantor and responsible to Employer, on behalf of the Supplier, up to a total of _____, such sum being payable in the types of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand to “the bank” or any other branch of _____ without cavil or argument, any sum or sums within the limits of _____ as aforesaid without needing to prove or to show grounds or reasons for demand for the sum specified therein however, such demand shall be made within the claim expiry date i.e. _____.

We, _____ undertake to pay to the employer any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier shall have no claim against us for making such payment.

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We, further agree that no change or addition to or other modification of the terms of the Contract or related Services to be supplied there under or of any of the Contract documents which may be made between employer and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We, the _____ further agree with the Employer that the employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the employer against the said supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier or for any forbearance, act or omission on the part of the employer or any indulgence by the employer to the said supplier or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of employer in writing.

This guarantee shall be valid until _____ (i.e.) 60 days following the Completion date of the Contract **i.e. till _____** including any warranty obligations, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank -

Address -

Date -

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.