

**TENDER DOCUMENT**  
**FOR**  
**SUPPLY INSTALLATION TESTING AND COMMISSIONING**  
**OF SOLAR SMART DUSTBIN FOR**  
**JABALPUR SMART CITY LIMITED**  
**ON THE BASIS OF BUILT OPERATE & TRANSFER**  
**SCHEME (B.O.T)**



**OFFICE OF THE**  
**JABALPUR SMART CITY LIMITED**

**TENDER DOCUMENT**

**FOR**

**SUPPLY INSTALLATION TESTING AND COMMISSIONING OF SOLAR SMART  
DUSTBINS FOR JABALPUR SMART CITY LIMITED ON THE BASIS OF BUILT  
OPERATE & TRANSFER SCHEME (B.O.T)**

**ISSUED TO M/s.** .....

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REF No . :-JSCL/2018/1066/ADM/1576 Dated :- 06.12.2018



**Chief Executive Officer**  
**Jabalpur Smart City Limited**



# Jabalpur Smart City Limited

CIN- U75100MP2016SGC035536

N.I.T.No. JSC/2018/1066/ADM/158

Date- 06/12/2018

## NOTICE INVITING TENDERS

Offline bids for the following works are invited from registered firms of repute fulfilling registration criteria :

S.No.	Work	Form Fees	Probable Amount (Rs. In Lacs)
1.	Selection of agency for Supply, Installation/Erection and Maintenance of "Smart Dustbins on PPP Mode" for Jabalpur Smart City Limited.	Rs. 10,000 in form of Demand Draft	Rs. 50,000/- (Rupees Fifty thousand only) in the form of DD/FDR drawn in favour of the "Executive Director Jabalpur Smart City Limited"

Interested bidders can view and download the NIT on website <http://jsc/jabalpur.org>.

### Key dates:

Last date of tender submission offline/hardcopy	20.12.2018 at 15:00
Technical Open	20.12.2018 at 16:00

नोट:- निविदा प्रपत्र के साथ निविदा प्रपत्र की सति व सत्यकार सति डी.डी. एवं एक डी. आर. के रूप में स्वच्छता सेल जालपुर स्मार्ट सिटी कार्यालय मानस भवन में जमा करना अनिवार्य है।

**Chief Executive Officer**  
**Jabalpur Smart City Limited**

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## **OFFICE OF THE JABALPUR SMART CITY LIMITED**

### **Eligibility conditions for the procurement of tender document:-**

Only that firm/individual/ company / society or any other person having following eligibility in their individual capacity may apply for this tender:-

1. The entrepreneur should have experience of work as advertising agency of minimum 05 years with any government department / municipal corporation / railway / cantonment / development authorities for which necessary documents have to be submitted.
2. Entrepreneur has to submit service tax, vat and shop & establishment registration certificates.
3. Entrepreneur has to submit copy of registration as an advertising agency from Jabalpur Municipal Corporation as per Madhya Pradesh Outdoor advertisement Media Rules 2017.
4. Entrepreneur should submit audited balance sheet or C.A. Certificate of last three financial years i.e.2015-16,2016-17,2017-18. Average Annual turnover should not be less than 5 crores in last three financial years .
5. EMD in the form of FDR Rs. 50,000/- with the validity of 1 years shall be submitted in the name of The Executive Director Jabalpur Smart City Limited .
6. Experience in built operate & transfer scheme i.e., B.O.T. Project

**Chief Executive Officer**

**Jabalpur Smart City Limited**

## **2.0 GENERAL**

- 2.1.1 The project is for Supply installation testing and commissioning of Solar Smart dustbins on the basis of built operate & transfer scheme. Project through private participation has been evolved in order to develop the City infrastructure facilities with no extra financial burden on the JSCL.
- 2.1.2 The Entrepreneur is expected to recover his total capital outlay, which includes the Project Cost, Interest on Project Cost, over heads, Profit and other incidental expense through the display of advertisements in the area agreed and sanctioned by The Executive Director Jabalpur Smart City Limited authorities on structures/products or on areas sanctioned in lieu of facilities provided vide this project.
- 2.1.3 The Entrepreneur/bidder may be :
- (i) An advertising agency (individual/registered deed partnership firm)
  - (ii) An advertising company under the Companies Act, 1956

## **3. SCOPE OF WORK**

The Scope of Work would include erection and completion of various elements. Supply installation testing and commissioning of per bottle crushing machine on the basis of built operate & transfer scheme.

1. Supply installation testing and commissioning of Solar Smart dustbins on the basis of built operate & transfer scheme
2. Approved item to be installed
3. Planning for execution in Phases
4. Implementing execution plans
5. Completion of total project and commissioning of various elements thereafter.
6. submission of all obligatory documents and certificates.
7. O & M of dustbins during concession period.
8. The cost of Electricity born by Bidder.
9. Development of software and data of each dustbin should reflect in Command & Control Centre. All necessary arrangement born by the bidder.
10. Garbage collection from Bins will the responsibility of the bidder. The vehicle shall be provided by JMC at free of cost but the manpower and fuel shall be born by the bidder.

## **4.0 DESIGN CRITERIA FOR VARIOUS ELEMENTS OF PROJECT**

The Entrepreneur will be responsible to carry out the necessary surveys and obtain the required statistical data/information for the sake of actual planning and execution of the machine that would form a part of the project. It would be binding on the part of the Entrepreneur to have designs that would have an ethical look and contribute to the enhancement of the beauty of its precincts.

Wherever applicable

1. IRC guidelines will be applicable on highway roads
2. BIS
3. Madhya Pradesh Outdoor advertisement Media Rules 2017.

All these standards and acts would hold well as regard to various components/elements of the project. All the designs have to confirm to the above standards wherever applicable and need to be on par with internationals designs.

#### **4.1 ADVERTISING DISPLAY AREA**

1. 200 sq.ft. glow sign as the Space for advertising shall be provided back of the Solar Smart Dust Bin . The space may reduce as per site condition.
2. Space of Advertising shall also be provided on both side panel of Size 75 X 168 SQ.CM of the Solar Smart Dustbin.

#### **4.3 ALIGNMENT & PLACEMENT**

Solar Smart dustbins should be installed after leaving the free flow of traffic as per the layout approved.

#### **5.0 SCHEME & CONDITIONS**

- 5.1.1 The Entrepreneur shall construct/erect and hand "over" after the Concession period to the JSCL the structures / products / facilities so erected, as a part of the Project.
- 5.1.2 Though the successful Entrepreneur will be solely and fully responsible for Survey, Planning, Designing, Constructing / Erection in accordance with specifications and sound engineering practice, it is considered necessary in public interest that these aspects are got approved from JSCL for this purpose.
- 5.1.3 The Entrepreneur shall adopt necessary precautionary and effective methods so as to not to disturb the flow of routine traffic during the execution of work for this Project. The Entrepreneur shall carry out necessary maintenance and repairs of the civil structure and signage part of the project sites scheme strictly in accordance to the specification and keep them in proper condition till the project is finally handed over to the JSCL at the end of concession period.
- 5.1.4 The Entrepreneur will be permitted to collect rental charges on behalf of JSCL during the concession period on the space marked for advertisement. The Entrepreneur can thus raise money from the rent collected to finance the above works'. However, to ensure the safety of the Structures/products/facilities, JSCL will exercise advising control in the matter pertaining to the aspect of the structures/products.
- 5.1.5 The JSCL shall provide necessary assistance in getting permission from any other local authorities, if required for the Implementation of the project. But the sole responsibility lies with the Entrepreneur only.
- 5.1.6 The Enterprises shall ensure that all the necessary environmental clearances from the concerned departments of the Corporation / State Governments are available to the Entrepreneur prior to the commencement of the execution of the project.
- 5.1.7 If any of the structure erected by the Entrepreneur are removed / relocated for road widening, construction of bridges or new roads, the JSCL shall inform the Entrepreneur before taking

upon such work. The Entrepreneur shall remove the structure temporarily and re-erect the same after such work is over.

- 5.1.8 Repairing of the structure will be the responsibility of the Entrepreneur .
- 5.1.9 Concession period for this contract would be 10 years and completion of project period is 01 month.
- 5.1.10 JSCL will provide land clearance for the installation of machine .
- 5.1.11 Any new Amendments, Regulations, Rules, Policy. Acts will be applicable.
- 5.1.12 The Executive Director shall hold the right to increase/decrease the no of Machines as per site location.
- 5.1.13 On the acceptance of tender Entrepreneur will have to submit non judicial stamp paper to execute agreement at its own cost.
- 5.1.14 Fines & penalties - The Entrepreneur shall be liable to pay up to a sum of Rs **1000/-**(Rupees One thousand only) at the discretion of the Executive Director Jabalpur Smart City Limited for each misconduct or breach of provisions of this agreement on the part of the entrepreneur or any of his/her agents, servants, workmen to observe or perform any of the terms and conditions of contract.
- 5.1.15 Entrepreneur need to make arrangement of electricity from its own cost for publicity material. However the regular electric bills of the party shall be borne on its own, JSCL will not be responsible for its bills and other cost. All the rules pertaining to electricity act will be followed by the entrepreneur. NOC for electricity connection shall be provided by JSCL.

## **5.1 BID VALIDITY**

Bid shall remain valid for a period of not less than 120 days after the dead line for bid submission.

## **5.2 EMD**

The Entrepreneur shall furnish a FD'R, as a part of his EMD for an amount Rs. 50,000/- . Drawn in favour of Executive Director Jabalpur Smart City Limited of one year validity.



### **5.3 SUBMISSION OF TENDER / BID:**

5.3.1 The offer for the project shall contain the following documents and shall be submitted in the manner prescribed below.

5.3.2 The offer shall be submitted in three separate sealed envelopes appropriately written as

**(i) EMD**

**(ii) Documents related to eligibility criteria mentioned in detailed tender notice.**

**(iii) ' Bid'**

5.3.2.1 **EMD** - The first Envelop 'clearly marked as "EMD shall contain FDR

5.3.2.2 **Documents related to eligibility criteria-** The second envelop clearly marked as documents for eligibility criteria.

5.3.2.3 **Bid:** The third envelop clearly marked as "Bid" shall contain the information regarding bid

### **5.4 LAST DATE FOR SUBMISSION:**

5.4.1 The EMD and bids sealed separately shall put together in common cover and sealed. This sealed cover shall be marked on the left-hand top corner for "Supply installation testing and commissioning of Solar Smart dustbins on the basis of built operate & transfer scheme" . The sealed document completed in all respects shall be addressed to Executive Director Jabalpur Smart City Limited and shall submit in the office of Executive Director Jabalpur Smart City Limited up to 3:00 pm date 20/12/2018. Submission of tender documents by Speed- post, courier, Physical shall be allowed, it would be final and binding on the part of the Entrepreneur to submit the bid document either in person or through his representative.

### **5.5 OPENING OF BIDS:**

(i) **EMD** – Envelop No 1 containing EMD

(ii) **Documents related to eligibility criteria-** Envelop No 2 documents related to eligibility criteria will be opened after envelop no 1.

(iii) **Bid:** Envelop No.3 of the bid will be opened on date 20/12/2018 at 4:00pm to verify its contents as per requirements. If the various documents contained in this envelop do not meet the requirements, a note will be recorded accordingly by the Bid opening authority. However, the right to ask for the missing / incomplete information stands reserved. If felt the offer and the tender documents so found incomplete in any respect shall be discarded and the decision of the JSCL shall be binding. The JSCL shall post-qualify Entrepreneurs on the basis of evaluation of the information contained in Technical Bid. The decision of the ED or shall stand final and binding and shall have no appeal whatsoever.

Scrutiny of the contents of technical bid may take quite some time, as it involves evaluation of financial capabilities, technical capabilities, references, past performance of the Entrepreneur

etc and soundness of the technical proposal and also asking for missing information, clarification or compliance with bid documents.

## **6.0 EVALUATION AND ACCEPTANCE**

- 6.0.1 The right to negotiate with any of the Entrepreneurs whose offer has been found to be responsive and attractive to the JSCL is reserved.
- 6.0.2 The acceptance of Bid offer shall be communicated to the Entrepreneur by letter or fax or otherwise, either by the bid opening Authority, or committee or from the office of the JSCL.
- 6.0.3 The Entrepreneur and JSCL will enter into an agreement comprising; the original copy of the bid documents, revision and amendments, correspondence with and by the JSCL and the drawing will form part of the agreement.
- 6.0.4 The earnest money deposit of the successful Entrepreneur shall be returned after the completion of the project . EMD of All other entrepreneurs will be returned after the selection of successful bidders.
- 6.0.5 Evaluation of bid shall be based on following criteria
- (A) Experience of advertising -10marks
  - (B) Experience of B.O.T project-10marks
  - (C) Experience of similar work -10marks
  - (D) Turnover of bidder -10marks

**Note :- No Dues Certificate from Jabalpur Municipal Corporation as on March 2018 is mandatory to participate in bid .**

Bidders are requested to submit the details regarding above mention evaluation criteria with supporting document.

## **7.0 SPECIAL INSTRUCTIONS:**

The Entrepreneur shall be deemed to have studied all the plans. Specifications terms and conditions of the tender and JSCL rules and regulations. The Entrepreneur is advised to get himself fully acquainted with the site conditions various levels; availability of labours, basic materials, water and electricity etc. before submitting the proposal. If entrepreneur desires to have any further information in regard to the project he may contact the officer-in-charge as might be appointed by The Executive Director Jabalpur smart City Limited.

## **8.0 CONDITION AND STEPULATIONS TO BE OBSERVED WHILE MAKING THE PROPOSAL**

- 8.1.1 The Entrepreneur should carry out his own studies and assessment independently to arrive at likely revenue from advertisement etc. Similarly Entrepreneur should carry out his own field survey and investigation and collect necessary data and prepare his own cost estimate for formulating the proposal that would be required to complete the total project.
- 8.1.2 The JSCL for the proposed project will furnish no foreign exchange. The Entrepreneur will have to make his own arrangement in this regard; In case any foreign exchange is required in importing specialized equipment for construction or maintenance, JSCL without any guarantee for its sanction by the JSCL will however give a letter of recommendation for release of foreign exchange.
- 8.1.3 The Entrepreneur will have to make arrangements for finance in the scheme from his own resources or from open market borrowing.
- 8.1.4 The JSCL will provide no advance or loan for implementation of the project.
- 8.1.5 This project all throughout shall be treated as an “infrastructure Project” and the JSCL shall issue necessary letters and documentation to help the Entrepreneur to attain loans from Banks/Financial Institutions at a subsidized tax rates.
- 8.1.6 The application of use of funds shall not be altered except by prior approval at the JSCL and by following the prescribed procedure.
- 8.1.7 No permanent structure except those, which are ancillary to the project (site office etc), shall be permitted to be constructed by the contractor. The location and the layout of these ancillary structures will have to be removed immediately after completion of the project.
- 8.1.8 The Entrepreneur will have to make his own arrangements, for procuring cement, steel, wood, sand, cable and other raw materials required for the work.
- 8.1.9 The Entrepreneur shall base their proposal on the area demarcated for the, purpose of Advertisement and the same shall be depicted in the designs/drawings.
- 8.1.10 It is clearly understood that the ownership of the proposed structures /products, if any, shall Vest with the Entrepreneur and the Entrepreneur shall not be entitled to any revenue except from the display of advertisement in the demarcated area on the structures / products / Facilities so provided vide this project and the spaces made available to him by the JSCL.

- 8.1.14 The JSCL reserves the right to carry out the work or roadside facilities in any section of the roads at any time during the period of construction and maintenance of the facility. Entrepreneur shall give access to such roadside facility works.
- 8.1.15 The JSCL shall have the right to add or delete the identified sites so selected before actual erection of the structure.

## **9.0 DEFINITIONS AND GENERAL CONDITIONS OF CONTRACT**

### **9.1 DEFINITIONS:**

#### **9.1.1 ENTREPRENEUR:**

Entrepreneur maybe (i) an advertising agency (individual/registered deed partnership firm)  
(ii) an advertising company registered under the Companies Act, 1956,

#### **9.1.2 ENGINEER IN-CHARGE:**

Executive Engineer Jabalpur Smart City Limited.

#### **9.1.3 ENGINEER:**

The Engineer shall mean the Engineer, in-charge of the Work/project or other Engineer including supervision consultant appointed by Executive Director Jabalpur Smart City Limited to discharge the duties as the Engineer for the work.

#### **9.1.4 CONSULTANT:**

The consultant shall mean the consulting Firm/Company so appointed by Entrepreneur to give advice on any matter pertaining to work/project.

#### **9.1.5 AUTHORISED REPRESENTATIVE:**

The authorised representative shall mean the authorised representative of the Entrepreneur.

#### **9.1.6 WORKS:**

The works shall mean the work to be executed in accordance with the Agreement and shall include all extra or additional or substituted Works as required for the fulfilment of the Agreement and as approved by the JSCL.

#### **9.1.7 PROJECT:**

The project shall mean study identification, design and construction of including temporary works, fulfilling and maintaining environmental requirements, advertisement display charges collection arrangements and all other works connected with the same, as well as maintenance of the facility and collection of advertisement display charges.

#### **9.1.8 CONCESSION PERIOD:**

Concession period shall mean, the period starting from the date of completion of the project .

### **9.1.9 TEMPORARY WORKS:**

The temporary works shall mean the works of every kind required for or in connection with the execution of the project, but which will not form permanently a part of the project.

### **9.1.10 ADVERTISESEMENT DISPLAY CHARGES**

Advertisement display charges shall mean the charges for displaying different advertisements, which are to be collected and retained by the Entrepreneur.

### **9.1.11 USER**

The user shall mean those Advertisement agencies (individual/registered deed partnership firm) /Companies who want to display their advertisements/products on system from which charges are to be collected by the Entrepreneur.

### **9.1.12 CONTRACT DOCUMENT**

The contract document shall comprise the following:

- (i) Letter of acceptances of offer in favour of the Entrepreneur.
- (ii) The bid document signed by the Entrepreneur in token of acceptance.
- (iii) Common set of deviations, signed by the Entrepreneur in token of acceptance.
- (iv) All correspondences between the JSCL and the Entrepreneur.
- (v) Any other document mutually agreed to form a part of the contract document.

All the other documents and letters be collectively referred as the Contract document.

## **9.2 TECHNICAL CONTROL OF THE WORK**

The Engineer shall be the technical officer, under whose direction and control the work shall be carried out. He shall be the final authority, on all Technical matters. The Entrepreneur shall comply with all the instruction of the Engineer for the proper control on the quality safety and progress of the work, The location and the other details of the works, covered in the project shall be got approved from the Engineer. The work shall be treated as completed only after a completion certificate is issued by the Engineer.

9.2.1 The ED, JSCL shall have the right to appoint, from time to time, for full or part of work or any specified work, any Engineer, either from the JSCL or an outside individual or firm appointed for the purpose, as his authorised representative.

9.2.2 Work on any component of the project, shall not be started without obtaining prior permission of the Engineer. All designs and drawings shall be got approved from the Engineer.

9.2.3 Work of erecting system shall be executed without stoppage of movement of vehicles on the Highway.

## **9.3 ADDITIONAL CONDITIONS**

### **9.3.1 GENERAL**

The Entrepreneur shall be deemed to have carefully studied the work and site conditions, specifications, schedules and drawings and various other data and shall be deemed to have

visited the site of the work and to have fully informed himself regarding the local conditions. He shall be deemed to have carried out his own investigations and assessment of site conditions. He shall be deemed to be fully aware of all statutory requirements, including those concerning labour and the local conditions/status of availability and employment of labour.

### **9.3.2 ORDER OF PRECEDENCE**

For this document in case errors, omission and/or disagreement between written and scaled dimension on the drawings or between the drawings and specifications, etc. the following shall apply:

- a) Between scaled and written dimensions and descriptions on a drawing the latter shall be accepted.
- b) Between the written or shown description/or dimensions in the drawing and the corresponding one in the specifications, the latter shall apply.
- c) For execution stage the following order of precedence shall generally apply:
  - i) Execution drawings/notes/instructions specifically approved for construction.
  - ii) Specific provision of specifications and conditions in contract document.

### **9.3.3 PROGRAMME OF WORKS.**

9.3.3.1 The Entrepreneur shall submit in writing within the time stipulated by the engineer the programme of the work showing thereon the details of the method that would be adopted for the execution of work and obtain prior approval of Engineer in advance before starting the work.

9.3.3.2 The Entrepreneur shall also submit the revised programme of work, indicating the date of actual start and completion and shall submit monthly progress report to the Engineer. The Entrepreneur shall also update the construction programme (Bar Chart, CPM, PERT) from time to time on taking a review of actual achievements and submit three copies to the Engineer for his approval.

### **9.3.4 AUTHORISED REPRESENTATIVE**

The Entrepreneur shall engage an authorised representative on the works who shall take orders as will be given by the Engineer and shall be responsible for carrying them out.

### **9.3.5 INSPECTION OF WORKS**

All works under or in course of execution in pursuance of the contract at all times be open to the inspection and supervision of the Engineer. It will be the responsibility of Entrepreneur to ensure that either the Entrepreneur or his authorised agent shall remain present to receive orders and instruction of the Engineer.

### **9.3.6 PATENT/COPY RIGHT**

If the Entrepreneur desires to use any designed device, materials or any process covered by letters of "PATENT" OR "COPY RIGHT", the right for such use shall be secured by the Entrepreneur by suitable legal arrangements and agreements with the patent owner and a copy of their agreement shall be filed with the Engineer.

### **9.3.8 ENTREPRENEURS STAFF AND WORKERS**

The Entrepreneur, at his own expenses, shall make his own arrangements for housing of his staff with all-necessary amenities and protective measures. He shall take all necessary precaution for safety of the workers and for preserving their health while working on any job in the project. Erection of labour huts during construction period or during concession period for maintenance works of system will not be allowed on Highway land.

### **9.3.9 EXPLOSIVES**

The Entrepreneur shall not use any type of explosives at site.

### **9.3.10 INDEMNIFICATION**

The Entrepreneur shall indemnify the JSCL against all action, suits claims and demands including infringement of patent rights, brought or made against it, in respect of anything done or omitted to be done by the entrepreneur in connection with the work and against any loss or damage to the JSCL of consequence of any action or suit being brought against the Entrepreneur for anything done or omitted to be done in the execution, operation and maintenance of the work.

### **9.3.11 SAFETY PROVISIONS**

The Entrepreneur shall make arrangements at his own expense for the safety of his plant and people as required. In case the Entrepreneur fails to make such arrangements, the Engineer shall be entitled to cause them to be provided and to recover the cost thereof from the Entrepreneur.

### **9.3.12 INSPECTION OF ITEMS:**

The Entrepreneur shall inform the Engineer in writing when any item of the work is ready for inspection, giving him sufficient notice to enable him to inspect the same. Entrepreneur shall

provide at his cost, all-necessary arrangements and facilities and assistance for proper inspection of parts of the work by the Engineer.

### **9.3.13 SITE CLEARANCE:**

The Entrepreneur after completion of the work shall clear the site of all debris and remove all unused materials, plants, machinery, equipment, tools etc. The Entrepreneur shall also have to clear the site of all-temporary works/structures, site office, labour camps, etc, constructed/erected for the execution of the project and obtain a completion certificate from the Engineer. The work shall be treated as complete after a relevant completion certificate is issued by the Engineer.

### **9.3.14 SETTLEMENT OF DESPUTES**

Under no circumstances whatever, shall the Entrepreneur be entitled to submit any claim for consideration of the JSCL on any account unless the entrepreneur shall have given sufficient prior intimation and shall have submitted the details in writing to the Engineer within three month of the cause of such claim.

1. Except where otherwise specified in the contract document and the subject to the powers delegated to him by the JSCL under the codes/rules then in force the decision of the Officer/Engineer appointed by Executive Director Jabalpur Smart City Limited for the time being shall be final, conclusive and binding on all parties to the contract, upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter of thing whatsoever if in way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof during operation maintenance.

(1) The Entrepreneur may within 90 days of receipt by him of any order by the Officer/Engineer as aforesaid, appeal against it to Executive Director Jabalpur Smart City Limited with the work/project provided that the amount of claim is not less than RS 10000/-.

(2) ARBITRATION: Where any dispute is not resolved as above, the following provisions shall apply:

(a) The dispute shall be submitted to arbitration at the request of either party upon written notice to that effect to the other party (a Notice-of Reference) in accordance with the provision of Indian Arbitration and conciliation Act, 1996 including amendments if any, upon the last date of submission of bids.

(b) The place of Arbitration shall be the office of The Commissioner Municipal Corporation Jabalpur.



(c) The Arbitration shall take place before a panel of three arbitrators, or such lesser number as may be mutually agreed by the parties.

(d) The parties shall agree upon the identity of the Arbitrator (s) within 15 working days of the Notice of Reference by the relevant party. If the parties are unable to so agree upon the identity of the Arbitrator (s) then:

- i) The parties shall use their best endeavour to agree on to an appointing authority within 25 working days of the receipt of the Notice of Reference by the relevant party and
- ii) in the event that the parties are unable to agree as aforesaid upon an appointing authority, the Arbitrator (s) shall be appointed on the application of either party by Executive Director Jabalpur Smart City Limited whose decision as to the identity of the Arbitrator (s) shall be final.

**9.3.15 EXPECTED RISKS:**

In case the Central Light is damaged, due to any of the expected risks listed below and if the insurance taken out by the Entrepreneur does not cover damages due to such expected risks, then JSCL shall compensate the Entrepreneur for the damage due to such expected risks in a manner as may be decided by the JSCL. Such compensation shall be decided by the JSCL, including extension in concession period. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military rule or usurped power, civil war, or unless solely restricted to employees of the Entrepreneur or of his subcontractors and arising from the conduct of the works riot, commotion or disorder, or use contamination by radioactivity from any nuclear fuel or from any nuclear wastes from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or any such operation of the force of nature as an experienced Entrepreneur could not foresee or reasonably make provision for or insure against, all of which shall herein collectively be referred to as "the expected risks".

**9.3.16** If at any time during the execution/completion of the project the Entrepreneur is not able to proceed with constructing/completion of the project for more than a month due to any reasons beyond his control such as fire, earthquake, floods, storm or any other such natural calamity, riots, civil commotion's. The JSCL shall compensate the Entrepreneur for such loss in a manner and form as may be decided by the JSCL. The demand for such major claim is submitted to the JSCL.

**9.3.17 LABOUR:**

The Entrepreneur shall comply with all the statutory provision in respect of all the employees employed by him on the project such as Minimum Wages Act 1948, Payment of Wages Act 1936, Apprentices Act 1961, Contractor Labour (Regulation and Abolition) Act, 1970, the E.P.F. Act, Mines Act, Workmen's compensation Act, Migrant Labour Act, etc.

### **9.3.18 NOTICES**

Any notice be given hereunder shall be in writing and shall either be delivered personally or sent by registered post A.D. telex, facsimile transmission or other means of telecommunication in permanent written form. The addresses and numbers for service of the JSCL and of the Entrepreneur shall be those stated therein or such other addresses or number for services as the party to be served may have previously notified in writing to the other party. A notice shall be deemed to have served as follows:

- a) If personally delivered at the time of delivery,

Or

- b) If sent by registered post A.D. telex, facsimile transmission or other means or telecommunication, at the time of delivery transmission thereof.

### **9.3.19 LAWS**

The Entrepreneur shall at all time during the continuance of the contract comply fully with Motor Vehicle Act 1988, Indian Road Congress Guidelines 46 – 1972 will be followed on highway roads, Indian Workmen s Compensation Act Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976 industrial Disputes Act Madhya Pradesh Contract Labour Regulation and Abolition Rules 1971 Dock Workers Scheme 1961 Factories Act Minimum Wages Act Provident Fund Regulations Employees Provident Fund Act and scheme made under same act health and sanitary arrangements for workmen insurance and other benefits and shall keep the JSCL indemnified in case any action IS commenced for contravention by the Entrepreneur.

### **9.4 CANCELLATION OF CONTRACT IN FULL OR IN PART9.4.1)**

If the Entrepreneur:

- a) Commits default in complying with any of the terms and conditions of contract and does not complete the agreement within fifteen days after a notice in writing is given to him in that behalf by the Engineer or,
- b) Shall offer or give or agree to give to any person in JSCL service or to any other persons on his behalf a gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract from the JSCL or,
- c) Shall obtain a contract with the JSCL as a result of ring bidding or other non-bonafide methods of competitive bidding or,
- d) Being an individual or a firm any partner thereof shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for or composition (Other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance of assignments of his effects or composition or arrangement for the benefit of his creditors or purpose so to do or if any application be made under any insolvency Act for the time being in force for the acquisition of his estate or it a trust deed be executed by him for his creditors or,

- e) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs or a receiver or Executive Director Jabalpur Smart City Limited on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Executive Director Jabalpur Smart City Limited or,
- f) Shall suffer an execution' being levied on his goods and allow it to be continued for a period of 21 days or,

9.4.2 The Engineer shall on such cancellation, have powers to:

- (a) Take possession of site and any materials, construction equipment, plants, equipment, stores etc. thereon, and/or,
- (b) Carry out the remaining incomplete work by any means, at the risk and cost of the Entrepreneur.

## **9.6 STIPULATIONS:**

- 9.6.1 No restriction of any kind shall be imposed by the Entrepreneur on the existing or future facilities to be provided by the JSCL. No specific development shall be undertaken or proposed development altered to suit the proposal. And also, no restriction shall be imposed by the Entrepreneur on the traffic plying on this road during the construction period unless approved by the Executive Engineer.
- 9.6.2 Foreign Exchange will not be furnished by the JSCL for the proposed project. The Entrepreneur shall have to make his own arrangements in this regard. In case any Foreign Exchange is required for importing specialized equipment for construction or maintenance a letter of recommendation for the release of foreign exchange may be given by the JSCL (without any guarantee for sanction by the JSCL).
- 9.6.3 JSCL shall not guarantee repayment of loans secured by the Entrepreneur.
- 9.6.4 New legislation or existing laws amended or existing rules related by the JSCL will not be enacted to suit the proposed project.
- 9.6.5 Advance or loans will not be provided for the project by the JSCL.
- 9.6.6 The Engineer shall allow the Entrepreneur to display & start collection of Advertisement rent at an earlier date if the Entrepreneur completes the structure in all respect before the stipulated date.
- 9.6.7 The Entrepreneur shall not be entitled to any special tax concessions or any other concessions as a result of undertaking the proposed project, other than those declared by the JSCL or the Government of India before the last date of receipt of the bids. JSCL will not charge any advertisement display tax on the advertisement space on the structures Approved for the recovery of investment made by entrepreneur.
- 9.6.8 Land for the proposed project shall be taken in possession of the JSCL and shall be progressively handed over to the Entrepreneur for construction only and for the concession period.

- 9.6.9 The Entrepreneur shall not be permitted to construct permanent structures except those, which are required for the project. The location and the layout of these ancillary structures shall be got approved from Engineer.
- 9.6.10 The Entrepreneur shall have to make his own arrangements for procuring cement, steel or any other material" required for the work, from the open market. JSCL however shall render necessary assistance not involving financial burden to the JSCL for procurement of cement, steel bitumen, Pole, Cable or any other controlled material.
- 9.6.11 The structural designs and drawings and other details of all the components of the project shall be provide by JSCL. The designs and drawings and other details, however, in public interest, shall be got approved from the Engineer. The modifications required to be made in the proposal to meet the required specifications shall be at the cost of the Entrepreneur.
- 9.6.12 JSCL reserves the right to carry out or permit the work of any other facilities near any or all sections of the project at any time during the period of construction of the facility by the Entrepreneur. The Entrepreneur shall give access to such facility/works without any claim for damages, compensation, time delay etc.

**APPENDIX-1**

**WORK EXPERIENCE**

Name of the Firm.....

H.1 Total Number of year's experience

H.2 Total Number of years experience in specialized work

<b>S.No.</b>	<b>Name of Work</b>	<b>Number of years of Experience</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**APPENDIX-2**

**DECLARATION**

I, the undersigned, do hereby certify that all the statements made are true and correct.

The undersigned hereby authorized (s) and request (s) any bank, Person, firm or corporation to furnish pertinent information deemed necessary and requested by Executive Director Jabalpur Smart City Limited, Jabalpur to verify this statements or regarding my (our competence and general reputation).

The undersigned understand and agrees to furnish any such information at the request of the Jabalpur Smart City Limited.

(Signed by Authorised Officer of the firm)

(Title of Officer)

(Name of Firm)

Date

**APPENDIX-3**

**FORM FOR SUBMISSION**

**LETTER**

The Executive Director,  
Jabalpur Smart city Limited,  
Jabalpur

Sub: Tender for Supply installation testing and commissioning of Solar Smart dustbins on the basis of built operate & transfer scheme for the period of 10 years.

Dear Sir,

I/We have perused the general & special conditions governing the tender and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money.

I/We enclose a FDR/No.----- dt. ----- For Rs.----- only (Rupees -----  
-----) towards Earnest money drawn  
in favor of The Executive Director Jabalpur Smart City Limited .

Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be Born by us.

Yours faithfully,

Place:

Signature:

Date:

Name of the Tenderer/ signatory:  
With office seal

## APPENDIX-4

### (A) Technical specification

## DATA SHEET OF SMART DUSTBIN

Solar garbage bin  
Size: 2250mm\*750mm\*1680mm  
3 bins 1 set each bin 750mL x  
250mm W x 1680mm H

1 sample function can't do software,  
So functions: Wifi, USB, compactor, solar  
power supply

This bin is galvanized steel with powder  
coating, anti-rust design.

Color is customize

Working temperature: -30-70 degree

Hand push door with all closed, very clean








USB can use for mobile phone charging





For sample, it has button in the bin, you can press this button,  
and bin will compress garbage.

Inside is the plastic bin with wheel, when you open the door of  
garbage bin, you can easy take out the plastic bin to clean all the garbage away





The name of the function	Functional description
<b>Solar power supply</b> 	<ul style="list-style-type: none"> <li>◆ The use of clean and environment-friendly solar energy to provide energy support for the various functions of the dustbin is in line with the concept of energy conservation and emission reduction advocated by the state.</li> </ul>
<b>SMS alerts</b> 	<ul style="list-style-type: none"> <li>◆ Through the internal compression mechanism of the device to detect the garbage capacity in the tube, automatically send SMS messages to the preset number when the garbage is filled.</li> </ul>
<b>Garbage classification</b> 	<ul style="list-style-type: none"> <li>◆ Function: solar power or mains power supply, it has 3 bins to classify garbage</li> </ul>
<b>Induction port</b> 	<ul style="list-style-type: none"> <li>◆ The feeding port is equipped with infrared sensor detection device, which automatically controls the opening and closing when the user is near.</li> </ul>
<b>Garbage compression</b> 	<ul style="list-style-type: none"> <li>◆ When the system detects the opening and closing of the feeding port, it can perform a compression action to make full use of the space in the tube and reduce the number of cleaning.</li> </ul>
<b>Battery and cigarette end recovery.</b> 	<ul style="list-style-type: none"> <li>◆ It is equipped with waste batteries and cigarette end recycling holes to prevent secondary pollution and eliminate fire hazards.</li> </ul>
<b>Sterilization deodorant</b> 	<ul style="list-style-type: none"> <li>◆ The inside of the tube is equipped with ozone generating device, which can prevent the garbage in the inner tube from producing odor and breeding bacteria.</li> </ul>
<b>Spray fire</b>	<ul style="list-style-type: none"> <li>◆ Intelligent detection, automatic spray, through daily collection and storage of rainwater, in the detection of fire in the garbage can automatically spray rain, eliminate fire hazards.</li> </ul>

	
<p><b>WIFI coverage</b></p> 	<ul style="list-style-type: none"> <li>◆ users can through the intelligent device connected wi-fi hotspots, swim the Internet anytime and anywhere.</li> <li>◆ Embedded advertising, marketing, big data collection, user analysis.</li> </ul>
<p><b>Mobile phone charging</b></p> 	<ul style="list-style-type: none"> <li>◆ Provide standard USB interface, can charge for smart phone and PAD.</li> </ul>
<p><b>The LED light source</b></p> 	<ul style="list-style-type: none"> <li>◆ The equipment is illuminated by LED light source, high luminous efficiency, low power consumption, and more energy saving and environmental protection.</li> </ul>
<p><b>Advertisement</b></p>	<ul style="list-style-type: none"> <li>◆ Light box in the side</li> </ul>
<p><b>GPS positioning</b></p>	<ul style="list-style-type: none"> <li>◆ You can know the location of your bin</li> </ul>
<p><b>Fault alarm</b></p>	<ul style="list-style-type: none"> <li>◆ If the bin is damaged, it will alarm</li> </ul>

**APPENDIX-5**

**BID**

Name of Work :- Supply installation testing and commissioning Of Solar Smart Dustbins for Jabalpur smart city limited On the basis of built operate & transfer scheme (B.O.T).

**Amount payable to JSCL for each Solar Smart Dustbins Per year.**

Rs. ....(in figures)

Rs. .... (in words)

**Singed by Entrepreneur**