

रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी, रायगढ़ (छ.ग.)

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क्रमांक 876/रा.जि.अ.पब्लि.स.सो./नपानि/2026

रायगढ़ दिनांक 21/08/26

॥ निविदा आमंत्रण सूचना ॥

रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी जिला रायगढ़ के द्वारा वार्ड क्रमांक 20 अंतर्गत सिंदूर पार्क में निर्मित ब्लॉक A एवं ब्लॉक B में निर्मित 10-10 दुकानों को एकीकृत प्रक्रिया के माध्यम से आबंटन/संचालन किया जाना है। जिसमें निधारित आर.एफ.पी. में अंकित दर या अधिक दर पर अपना आकलन प्रस्तुत कर दुकान आबंटन प्रक्रिया ऑफ लाईन निविदा पंजीकृत डाक/स्पीड पोस्ट के माध्यम से दिनांक 15.09.2026 तक सायं 4.00 बजे तक प्राप्त किया जा सकता है। जिसका कार्य का विवरण निम्नानुसार है:-

क्रमांक	कार्य का नाम	आंकलित राशि	अंतिम तिथि
01.	सिंदूर पार्क में निर्मित ब्लॉक A में निर्मित 10 दुकानों का आबंटन/संचालन (एकीकृत)	700000.00 (वार्षिक) + 18% GST	15.09.2026
02.	सिंदूर पार्क में निर्मित ब्लॉक B में निर्मित 10 दुकानों का आबंटन/संचालन (एकीकृत)	700000.00 (वार्षिक) + 18% GST	15.09.2026

नोट:- प्रत्येक ब्लॉक हेतु पृथक आवेदन जमा करने होंगे।

उपरोक्त कार्य हेतु नियम/शर्तें व R.F.P.की कण्डिका इस आबंटन/संचालन प्रक्रिया हेतु लागू होगा। दुकानों के आबंटन/संचालन की प्रक्रिया में भाग लेने हेतु इच्छुक प्रतिभागी नियम व शर्तें www.nagarnigamraigarh.com एवं www.raigarh.gov.in के web site से डाउनलोड कर सकते हैं।

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रायगढ़ जिला अर्बन पब्लिक सोसायटी
नगर पालिक निगम रायगढ़ (छ.ग.)

रायगढ़ दिनांक 21/08/26

पृ क्रमांक 876/रा.जि.अ.पब्लि.स.सो./नपानि/2026

प्रतिलिपि:-

01. कलेक्टर सह अध्यक्ष, रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी रायगढ़ की ओर सादर सूचनार्थ।

02. संपादक..... दैनिक समाचार पत्र को न्यूनतम साईज में प्रकाशित किये जाने हेतु।

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रायगढ़ जिला अर्बन पब्लिक सोसायटी
नगर पालिक निगम रायगढ़ (छ.ग.)

**RFP for Selection of Agency for Operation and
Maintenance of Facility Plaza Block "B" shop 11 to
20 at "Sindoor Park"**

**RAIGARH URBAN PUBLIC SERVICE SOCIETY
ZILA COLLECTORATE PARISAR, RAIGARH**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.


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Important Dates and Datasheet

1. Name of the project RFP for Selection of Agency for Operation and Maintenance of Facility Plaza at "Sindoor Park"
2. Tender issued by Raigarh Urban public Service Society
3. Mode of Bidding **Offline Hard copies of the same are to be submitted by speed/registered post only at the below mentioned address.**
Address-
Commissioner
Nagar Nigam Raigarh , Town hall
Raigarh Pin 496001
4. Contract Period For a period of 5 (Five) years and may be extendable for 2 (two) years, based on the satisfactory performance of the Agency and at the sole discretion of Raigarh Urban Public Service Society
5. Cost of RFP Documents INR. Rs. 5,000 (IN Words Rupees Five Thousand Only) non-refundable, to be paid through DD
Account Holder's Name: Secretary, Raigarh Urban public Service Society
6. Earnest Money Deposit/ Bid Security To be paid through **FDR 50000.00/- Fifty thousand only/-**
Account Holder's Name: Secretary, Raigarh Urban public Service Society
7. Minimum Reserve Price Rs. 700000.00/- (Eight Lakhs only/-) + 18 % GST (Min. Bid Price Excluding Taxes)
8. Last Date of receiving Pre-Bid queries
9. Date of Pre-bid meeting 08/09/2026 at 12:00 PM at Commissioner Chamber Raigarh Municipal Corporation Office, Raigarh-496001 Chhattisgarh
10. Last date and time of Submission of bid Up to 4:00 P.M. on or before 15/09/2026
Offline


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11. Last date and time of Up to 4:00 P.M. on or before 15/09/26 through Speed Submission of hard copy Post or registered post only. documents
12. Opening of Technical Bid at 4:30 P.M. on -----
13. Opening of Financial Bid Time & Date will be announced only after evaluation of Technical Bid.
14. Place of obtaining RFP <https://www.nagarnigamraigarh.com/>
Documents <https://www.raigarh.gov.in/en/>
Off
15. Address for Secretary, Raigarh Urban public Service Society Email
Correspondence -nraigarh@ymail.com


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Article 1: Definition and Interpretation

1.1 Definition

- 1.1.1 The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules; "Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
- 1.1.2 "Agreement" means this O&M agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
- 1.1.3 "Agreement Date" means the date of execution of this Agreement; 1.1.4 "Applicable Laws" means all laws, brought into force and effect by GOI or the State Government of Chhattisgarh including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
- 1.1.5 "Applicable Permits" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the O&M Operator under Applicable Laws during the subsistence of this Agreement;
- 1.1.6 "Approvals" means all approvals, permissions, authorisations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.
- 1.1.7 "Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;
- 1.1.8 "Authority" refers to Raigarh Urban Public Service Society.
- 1.1.9 "Bid" means the documents in their entirety comprised in the bid submitted by the O&M Operator in response to the RFP in accordance with the provisions thereof;
- 1.1.10 "Bid Documents" means the RFP and the Agreement including its schedules; 1.1.11 "Business Day" means a day on which banks are generally open for business in the Raigarh, Chhattisgarh;
- 1.1.12 "Clearance" means, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project;
- 1.1.13 "Competent Authority" means any agency, authority, department, ministry, public or statutory Person of the Government of Chhattisgarh or Government of India, or any local authority, or any other subdivision thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the O&M Operator under or pursuant to this Concession;
- 1.1.14 "Due Date" means every semi-annual period i.e. 6 (Six) Months starting from the effective date as per Clause 4.4.1.

- 1.1.15 "Effective Date" shall mean the date on which the Authority and O&M Operator hereto have executed this O&M Agreement, which is not later than 15 (Fifteen) days from the issue of the LOA or the time extended by the Authority.
- 1.1.16 "Encumbrances" means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.
- 1.1.17 "Financial Commitment" means the legally binding undertaking of the O&M Operator to mobilize the financial requirements of the project, for ensuring the completion, operation & maintenance of the project.
- 1.1.18 "Financial Year" shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.
- 1.1.19 "Force Majeure" or "Force Majeure Event" shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;
- 1.1.20 "Parties" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;
- 1.1.21 "Project" shall mean the "operation and maintenance of Facility Plaza" at Sindoor Park, Raigarh (C.G).
- 1.1.22 "Annual Fee" shall mean and include all such charges detailed and described in the agreement.
- 1.1.23 "Termination" means the expiry of the Agreement Period or termination of this Agreement;
- 1.1.24 "Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;
- 1.2 Interpretation
- 1.2.1 In this Agreement, unless the context otherwise requires:
1. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
 2. words importing the singular include the plural and vice versa;
 3. words importing "it" or a gender include any gender;
 4. a reference to a Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
 5. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
 6. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document;
 7. a reference to a party to any document includes that party's successors and permitted assigns;
 8. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;
- 1.2.2 Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.
- 1.2.3 Recitals to this Agreement are a part of this Agreement and binding on both the Parties.
- 1.3 Measurements and Arithmetic Conventions
- 1.3.1 All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.
- 1.4 Ambiguities and Discrepancies

- 1.4.1 In case of ambiguities or discrepancies within this Agreement, the following shall apply:
- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
 - (b) between the Articles of this Agreement and the Schedules, the Articles shall prevail, between Schedules and Appendices, the Schedules shall prevail;
 - (c) between the written description on the drawings and the specifications and standards, the latter shall prevail;
 - (d) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
 - (e) Between any value written in numerals and that in words, the latter shall prevail.

1.5 Priority of Document

1.5.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Authority shall issue any necessary clarification or instruction to the O&M Operator, and the priority of the documents shall be as follows:

- (a) This signed O&M Agreement (including its Schedules), RFP document along with any Addendum issued to the RFP document dated
- (b) All other documents enclosed/ attached with this signed Agreement.


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Article 2 : Scope of the Present Agreement

- 2.1.1 The parties to the present agreement clarifies that the present agreement is limited to Operation & Maintenance (O&M) of "Facility Plaza" at Facility Plaza, Sindoor Park at Raigarh as per the O&M obligations Schedule 3 at Raigarh. The present agreement in no manner shall constitute, create or give any right to the O&M Operator in any of the portions of the property, structures, appurtenance thereon or create any formal business relationship amongst the parties apart from that of an Authority and O&M Operator.
- 2.1.2 It is further clarified that except for right to the use of "Facility Plaza" at Facility Plaza, Sindoor Park at Raigarh and Premises as outlined in this Agreement nothing in this Agreement shall constitute or be construed as the acquisition of any ownership interest or assignment of the title, or legal or moral right by O&M Operator to the "Facility Plaza" and premises.
- 2.1.3 The O&M Operator is allowed to provide the project wholly or partly on rent to any third party.
- 2.1.4 The O&M Operator may undertake operation of Project by itself or through third party possessing requisite technical, financial and managerial expertise/capability; but in either case, the O&M operator shall remain solely responsible to meet the scope of work as mentioned under Clause 2.1.1

Article 3: Pre-requisites of O&M contract

3.1.1 The O&M Operator hereby states and undertakes to have inspected the entire "Facility Plaza" and Premises on offer in the Request for Proposal. The O&M Operator hereby submits that after having duly inspected the said premises, the O&M Operator has accepted the premises on "As is Where is Basis".

3.1.2 The O&M Operator hereby understands that the prerequisite for implementation of the present O&M agreement and essential to the present contract would be to submit an Operation and Maintenance Plan and type of activities in each shop & food joints within 30 (Thirty) days from the issue of LOA and get it approved by the Authority as prescribed in the format given in Schedule 5.

3.1.3 The O&M Operator hereby understands that the prerequisite for implementation of the present O&M agreement and essential to the present contract would be to make insurance of the project facilities & equipment within 90 (Ninety) days from the signing of the O&M Agreement as per clause 4.11 of this agreement.

3.1.4 The O&M Operator has to make the project facility fully operational as per Schedule 5 within 90 (Ninety) days from the Effective date. However, the mandatory activities to be commence within 30 (Thirty) days of the Effective date as per the table 3. Schedule 3 of this Agreement.

3.2 Performance Security

For due and punctual performance (Operation and Maintenance) of its obligations under this Agreement, relating to the Project, the O&M Operator shall deliver to the Authority within 15 days of issue of Letter of Award and maintain Performance Security equal to **1.00 Lacs (One lacs Only/-)** in the form of a Bank Guarantee in favour of Secretary, Raigarh Urban Public Service Society, Raigarh payable at Raigarh.


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Article 4: The O&M Contract

4.1.1 In consideration of the payment made and promised as set out herein above and reserved and the covenants on the part of the Second Party, Authority, hereby Provides O&M contract and demises on "as is where is basis" unto the Second Party under the terms and conditions of RFP and this Agreement and effective from the date of signing of this Agreement referred as "Effective Date", the area (herein after called as "Project Premises")

4.2 Project Premises

4.2.1 The "Project Premises" consists of the "Facility Plaza" and its premises as defined in the Schedule 3. The O&M Operator shall Operate and Maintain the Project Premises as per the provisions of Schedule 3.

4.2.2 The site shall be used only for purpose for which approval is given by Authority as per clause 3.1.2 allotted and any violation on this account may entail resumption of the site without any compensation to the O&M Operator.

4.2.3 No structure, permanent in nature shall be allowed in the Project Premises. Also, alteration, modifications of the existing structure is not allowed. However, O&M Operator may provide temporary partition, false ceiling, interior decoration works etc.

4.3 Tenure

4.3.1 The Contract shall be effective from the Effective Date as defined above and shall allow the O&M Operator the use of Project Premises for a term of 5 (Five) years beginning from Effective Date with first right of refusal for another term of 2 (Two) years. The O&M Operator hereby accepts the O&M contract and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

4.4 Annual Fee

4.4.1 The O&M Operator agrees and at all times during the pendency of the agreement from the Effective Date of the said project and site remains with the O&M Operator and shall be bound to pay the following fee and charges each year which shall collectively be referred to as "Annual Fee".

1. The 1st (first) Instalment of the Annual Fee of 1st (first) year which is equivalent to Rs only shall be paid by bidder within 15 days of issue of LoA. The O&M Operator shall pay Annual Fee to the Authority for exclusive non-transferable O&M Contract, with the right to Operate and maintain the "Facility Plaza" and its premises.

2. The O&M Operator shall pay the Annual Fee each year to the Authority till the sustenance of the O&M Contract as per the conditions mentioned in this agreement.

3. The Annual fee shall be paid by the O&M Operator semi-annually to the authority every year in form of a Demand draft / RTGS/ Pay order in favor of the Raigarh Urban Public Service Society from a nationalized scheduled bank. The semi-annual payment will be 50% of the Annual fee quoted by the highest bidder plus applicable GST. The Annual Fee due to be paid by the Operator for each year till the sustenance of the O&M Contract, shall be paid semi-annually to the Authority in the following manner;

Payment Schedule:

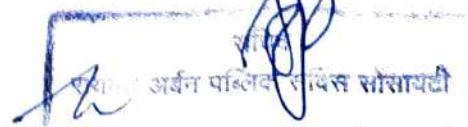
1. Half Yearly

2. The 1st payment of Annual Fee will start within 15 days of issue of the LOA by the O&M Operator. Annual Fee shall be increased at the rate of 5% (Five percent) in every year from the Last paid Annual fees, wherever applicable.

3. The instalment due to be paid by the Operator to the authority shall be paid in advance in first 15 (fifteen) days of Due date. Failing to pay the Annual Fee by the due date shall attract penalty calculated at the rate of 0.1 % (Zero-point one percent) of the Annual Fee due per day of delay provided that in the event the delay is not more than 30 (thirty) days from the Due date.

4. The O&M contract stands terminated in case the O&M Operator fails to pay the Annual Fee within 30 (thirty) days from the due date. In such an event Authority shall forfeit and appropriate the Performance Security, as compensation and damages payable to Authority.

- 4.4.2 The Contract permits the O&M Operator to start Operation and Maintenance as per Schedule 3 from the Effective Date.
- 4.4.3 Apart from all such Annual Fee the O&M Operator undertakes to pay all such taxes, fees, duties, charges including Luxury Tax, Central Tax, GST, all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Project Premises.
- 4.4.4 The O&M Operator undertakes to pay all the electricity charges, water charges and other such charges which shall be payable by the O&M Operator directly to the concerned agencies. In event of any default being committed by O&M Operator in making such payment of any such taxes, fee or charges and the Authority being forced to make such payment, in that case such payments to Authority along with penal Compound interest @12% per annum will be appropriated from the Performance security and the O&M operator shall replenish the same amount which has deducted from performance security within a month to original level the Performance security and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the O & M Operator shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.
- 4.4.5 The O&M Operator shall make all payment in Indian Currency by Demand Draft, Cheque and any other electronic mode of transfer such as NEFT, RTGS, Account Payment in favor of "Secretary, Raigarh Urban Public Service Society", payable at Raigarh.
- 4.5 User Charges
- 4.5.1 Setting up and collect user charges only for those activities which are permitted activities as per Schedule 3 and Schedule 5 or any changes in the Schedule as approved by the Authority from time to time.
- 4.6 Rights and Obligations of the Authority
- The Authority rights and obligation under the agreement shall be as stated below: -
- 4.6.1 The O&M Operator is solely responsible to procure all such permissions which may include but not be limited to statutory licenses of local bodies, health authorities, police, food & drug administration, environment & pollution control etc. If require Authority shall provide its No Objection Certificate for procuring and maintaining such permissions only on Demand or written permission being sought by O&M Operator from the Authority.
- 4.6.2 The Authority undertakes to issue such No Objection Certificate on request of O&M Operator if required as per the law to get any permission/approval.
- 4.6.3 The Authority may deny or withdraw such No Objection Certificate if the O&M Operator fails to honor its part of obligation under the O&M Agreement.
- 4.6.4 The Authority shall hand over the entire Project Premises on "as is where is" basis to the O&M Operator on the day of signing the Agreement.
- 4.7 Rights and Obligations of the O&M Operator
- 4.7.1 The O&M Operator shall at all times be obligated to maintain the Project Premises in good operational condition and be required to provide services of excellent quality at par with industry standards. The O&M Operator shall at all times ensure that it shall adhere to the Minimum the project assets are operated, maintained and managed in accordance with the Operation and Maintenance Schedule provided in Schedule 6 Minimum Operations & Maintenance Standards.
- 4.7.2 The minimum Operation & Maintenance standards are given in Schedule 6. The O&M Operator shall prepare a detailed Operation and Maintenance Plan. The plan shall include maintenance staffing and administration, dispatch procedures, preventive maintenance techniques and schedules, final maintenance equipment list and other details as may be appropriate. The O&M Operator will submit every month the maintenance reports to the Authority as and when required by authority.
- 4.7.3 The O&M Operator shall take approval from the Authority to start any other activity which is not listed in Schedule 3.
- 4.7.4 The O&M Operator shall not construct any permanent structure on the Project premises.
- 4.7.5 The O&M Operator should not alter or harm any existing structure and equipment in its Project Premises. The indicative list of equipment and internal assets to be given in Schedule


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4, however before signing of the O&M Agreement the Project Premises shall be jointly surveyed by Authority representatives and O&M Operator for arriving at actual project assets, prior to giving right of access to the O&M Operator at the Project Premises.

(a) On completion of the joint measurement of the Project Premises in terms of Clause mentioned above and after joint verification of Site Inventory and other immovable assets on the subject site, Authority shall provide the right of access to the Operator on "as is where is basis". The right of access to the Operator shall be provided on or after the Effective Date. Notwithstanding such right of access being provided at a later date, the Operator shall not have any claim whatsoever against Authority with respect to the condition of the Project Premises or any change in the condition of the Project Premises from the Effective Date itself

Employment of personnel

4.8.1 Employment of the personnel in the project is as per the applicable Laws and Rules.

4.9 Indemnity

4.9.1 The O&M Operator hereby unequivocally and unconditionally undertakes to do the following acts.

(a) The O&M Operator shall keep the Authority indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the O&M Operator undertakes to keep the Authority Indemnified against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labor Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature. 4.9.2 The O&M Operator undertakes to comply with all the applicable Law, Rules and regulations in respect to deployment of human resource, all required approvals with respect to project and shall be solely responsible to comply with the same. The O&M Operator shall not make any claim whatsoever against the Authority. The O&M Operator undertakes to keep the Authority indemnified against all or any personal and third-party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the O&M Operator whether committed, omitted or arising within or without the scope of O&M Agreement.

4.9.3 The O&M Operator undertakes to keep the Authority indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to events and Sports Activity is not followed. However, to avert any such tragedy or catering to such emergency situations the O&M Operator shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.

4.9.4 The Authority shall in no way be liable to pay any dues or claims payable in this behalf to the said employees. The said employees shall have no claim of employment in the Organization of the Authority while delivering and handing over the Project to the Authority, expiry of this agreement or on its earlier termination, The O&M Operator shall indemnify and keep indemnified and keep harmless the Authority against all costs, charges and expenses of whatsoever nature which may be incurred by the Authority in this behalf.

4.9.5 The O&M Operator shall keep the Authority indemnified against any claim, damage arising due to negligence or breach of statutory condition by O&M Operator.

4.10 Other Mandatory Requirements/ O&M obligations for Operationalization of Project

4.10.1 The O&M Operator undertakes to adhere to the O&M Requirement as per Schedule 3 during the entire O&M Period including renewal, if any.

4.11 Insurance

The O&M Operator shall, at its cost and expense, purchase and maintain during the Operations Phase insurance to cover against:

(a) Loss, damage or destruction of the Project Premises including project facilities and services, at replacement value;

(b) The O&M Operator's general liability arising out of the O&M Contract;

(c) Liability to third parties; and

4.11.1 Insurance Companies

The O&M Operator shall insure all insurable assets lying and being at comprised in the project site, Authority's equipment's and/or the project facilities and services through, Indian insurance companies and if so, permitted by Govt, through foreign insurance companies, to the extent that insurances can be affected with them.

4.11.2 Evidence of Insurance Cover

The O&M Operator shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the O&M Operator in accordance with this Agreement.

4.11.3 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, all monies received under insurance policies shall be promptly applied by the O&M Operator towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed. The O&M Operator may designate the Authority as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the Financial Assistance. The O&M Operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall, after such repair or renovation or restoration or substitution be, as far as possible, in the same condition as they were before such damage or destruction, normal wear and tear excepted.

4.11.4 Validity of the Insurance Cover

The O&M Operator shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the O&M Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to Authority in writing. If at any time the O&M Operator fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance, and all sums incurred by the Authority therefore shall be reimbursed by the O&M Operator forthwith on demand, failing which the same shall be recovered by the Authority by exercising right of set off or otherwise.

4.12 Advertisement

4.12.1 The O&M Operator shall not allow to use the project premises or any part thereof for branding in any manner for advertise, display or reflect any brand or name of any entity except one Self Advertisement of the shops and restaurant in front side of the shop with prior approval of Raigarh Urban Public Service Society.

4.12.2 The Advertisement for the shops and hoarding Advertisement will be governed through following regulations:

The Guidelines for various modes of Advertisement in Raigarh Model Advertisement Bye Law -2012.

Shops Advertisement shall not measure more than the width of the shop/ commercial establishment and height will be restricted up to 1.2 meter.

Hoardings Only one consolidated hoarding of 15'X10' size is allowed. Place to be identified by Raigarh Urban Public Service Society.

Other mode of Advertisement such as window advertisement, direction boards etc. to be done as per the Guideline and prior approval of Raigarh Urban Public Service Society.

4.13.1 The O&M Operator Will be Liable for Intensive Cleaning after the Weekly Sunday Market and disposing of the Waste generated in accordance with Raigarh Municipal Corporation.

4.13.2 Electricity Bill to be paid by O&M operator for following areas

(a) Parking Area with 02 high Mast Light

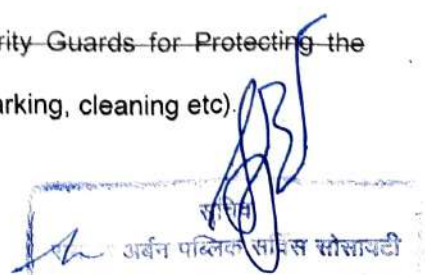
(b) Toilet Block

(c) Shop Gallery Area

(d) Common Area of Shop

4.13.3 The O&M operator Provide 24X7 Professional Security Guards for Protecting the Project premises.

4.13.4 The O&M operator shall not charge any kind of fees (parking, cleaning etc).


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4.13.5 The O&M Operator Should take in note that Parking for premises on Sunday Will Not be available for Operation.

4.13.6 The O&M operator had to follow instruction orders given by District Administration and Municipal Corporation.

Article 5: Monitoring of Project

- 5.1.1 The designated Authority officer may undertake surprise visits to the allocated locations time to time and prepare a report of compliance of Mandatory O&M Requirements largely as per the format in Schedule 3.
- 5.1.2 The designated officer to undertake such surprise visit shall be of the rank of Executive Engineer. If the O&M Operator is found to be in violation of any of the Mandatory Operational Requirements as mentioned in the O&M Agreement then Authority will issue a notice of non-compliance to O&M Operator. The notice will provide a cure period of 30 (Thirty) days from the date of issue of said notice of non-compliance to the O&M Operator.
- 5.1.3 If the O&M Operator is non-compliant after the end of the said cure period then Authority can issue a termination notice as per Clause 6.1.1.
- 5.1.4 Authority can deduct a penalty of 0.1% of the Performance Security per day subject to maximum up to 30 (Thirty) days. The O&M contract that stand terminated if the O&M Operator fails to pay the Annual Fee for maximum of 30 (thirty) days.
- 5.1.5 The O&M Operator shall replenish in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the O&M Operator shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

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Article 6: Termination and Consequences

6.1 Termination

6.1.1 The Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (1) of the section below. In such an occurrence, Authority shall give a 30 (thirty) days written notice of termination to the O&M Operator.

- (a) On breach of any conditions given in the RFP;
- (b) On completion of the O&M period it will be considered as Termination
- (c) If the O&M Operator does not remedy a failure in the performance of their obligations under the Contract, within thirty 30(thirty) days after being notified or within any further period as Authority may have subsequently approved in writing;
- (d) If the O&M Operator becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary;
- (e) If the O&M Operator, in the judgment of has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (f) If, as the result of Force Majeure, the O&M Operator is non-compliance of O&M Obligations for a Cure period of not less than 30 (thirty) days;
- (g) If the O&M Operator submits to Authority a false statement which has a material effect on the rights, obligations or interests of Authority;
- (h) If the O&M Operator places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority;
- (i) If the O&M Operator fails to provide the quality services as in this Contract, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing;
- (j) If any complaint is received regarding delay in submission of EPF or ESI or any other statutory dues to be paid by the O&M Operator;
- (k) If the O&M Operator fails to pay any of the instalment of the Annual Fee for a period of maximum up to 30 (thirty) days.
- (1) If the O&M Operator violates any norms or if it commits any particular/ similar Fault for 4 (four) times, in the Project Facility, within one year of the occurrence after the first event as mentioned in the Penalties to be charged from O&M Operator table of Schedule 3 A.

6.1.2 Termination by Mutual Agreement between the Parties.

If the parties consider that, due to existing circumstances, the achievement of the objectives of the contract is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the contract on a date mutually agreed upon.

6.1.3 The decision of termination shall be signed by the Authority's Representatives of both Parties and shall be without prejudice to any other rights of the parties under the contract.

6.2 Suspension of Contract

6.2.1 If required by circumstance or on instruction of Authority in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.

6.2.2 In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.

6.2.3 In case of suspension of the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended and the O&M Operator is bound to pay the Annual Fee in case the Authority permits the O&M Operator to continue the service during the period of Suspension.

6.3 Transfer of the Project

6.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

6.3.2 The transfer of the Project site and equipment's installed in it as per 9.1 of Schedule 4 will be handed over to the Authority by O&M Operator in Good and running condition.

6.3.3 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The O&M Operator shall further provide such reasonable advice and assistance as the Authority; its O&M Operator or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

Not earlier than 6 (six) months prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Authority shall verify, after giving due notice to the O&M Operator of the time, date and venue of such verification, compliance by the O&M Operator with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the O&M Operators cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the O&M Operator at its cost.

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Article 7: Dispute Resolution

7.1 Amicable Resolution

7.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 7.2.1 below;

7.1.2 Either Party may require such Dispute to be referred to the Secretary, RAIGARH UPSS and President of the O&M Operator, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7.2 below.

7.2 Arbitration

7.2.1 Procedure

Subject to the provisions of Clause 7.1, any dispute, which is not resolved amicably, the same shall be referred to the President, Raigarh Urban Public Service Society. The decision of the sole arbitrator shall be final & binding on the parties. The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

7.2.2 Place of Arbitration

The place of arbitration shall be Raigarh only and the jurisdiction of the Courts of Raigarh shall prevail.

7.2.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

7.2.4 Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act 1956 subject to the rights of the aggrieved parties to secure relief from any higher forum.

7.2.5 Performance during Arbitration

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

7.2.6 Fees and Expense

7.3 Jurisdiction and Governing Law

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Raigarh shall have exclusive jurisdiction.

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Article 8: Accounts & Audits

8.1 The Operator agrees and undertakes that during the subsistence of this O&M Agreement, it shall maintain books of account recording all receipts including those on account of this project revenue, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws. The said account shall, inter-alia, clearly reflect:

- Account of receipts and receivables;
- Obligations towards contractors, Sub-Contractors, suppliers and all payments made;
- Application of debt (if any) and application of equity fund.

8.2 Operator shall have the right to inspect the records of the Operator during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and to be provided to Authority

8.3 The Operator also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish to Authority its audited financial results in respect of the preceding quarter.

8.4 It is expressly agreed between the Parties hereto that for the purposes of this Article 9, if desired by Authority, it may appoint an independent auditor (herein the "Independent Auditor") at its own cost, and the Operator shall render all necessary assistance for the audit.

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Article 9 Miscellaneous Provisions

9.1 : BINDING PROVISION

9.1.1 Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

9.2 ASSIGNMENT

9.2.1 Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favor of any Affiliate.

9.3 NO PARTNERSHIP

9.3.1 Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

9.4 ENTIRE AGREEMENT

9.4.1 This Agreement sets forth the entire agreement and understanding between the Parties.

9.5 WAIVER

9.5.1 A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

9.6 NOTICES

9.6.1 All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

In the case of notice given to:

(a) Authority

Secretary

Raigarh Urban Public Service Society

(b) O&M Operator

9.7 PRIVACY OF CONTRACT

9.7.1 Only a Party may enforce terms of this Agreement.

9.8 SEVERABILITY

9.8.1 A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

9.9 REMEDIES

9.9.1 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

9.10 CAPTIONS

9.10.1 The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

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Article 9 Eligibility Criterion & Bid Evaluation Process

General Eligibility and Document Requirements for Bidders

1. **Registration and GST Compliance:**
The bidder must be a registered with a valid GST registration.
Required Document:
Copy of valid registration certificate.
2. **Bank Solvency Certificate:**
The bidder must submit a solvency certificate equivalent to 20% of the minimum reserve price.
Required Document:
Solvency certificate issued by a nationalized or scheduled bank. (Original Copy)
3. **Statutory Compliance:**
The bidder must submit copies of the PAN.
Required Document:
Copy of PAN.
4. **Non-Blacklisting and Non-Default History:**
The bidder must not have been blacklisted or have a history of defaults with the Raigarh Municipal Corporation or any other government agency.
Required Document:
Affidavit on a ₹100 stamp paper affirming non-blacklisting and non-default history and affirming the accuracy and authenticity of all submitted documents.
5. **Acceptance of Terms and Conditions:**
The bidder must submit a signed copy of the Request for Proposal (RFP), confirming unconditional acceptance of all terms and conditions.
Required Document:
Signed copy of the RFP on a ₹100 stamp paper.
6. **Non-Compliance:**
Failure to comply with any of the above eligibility criteria or to submit the required documents as specified shall render the bid non-compliant, leading to its rejection without further consideration.

“NOTE- All Documents Should Be Mandatorily Self-Attested”.

Adherence to Laws:

All government acts for the execution of similar agreements will be applicable. Submission of funds must align with all applicable laws and regulations, including Advertisement and Licensing Rules.


राजगढ़ नगरपालिका संस्थापक

To,

Ref: Tender No.

- Secretary

अर्चना मण्डल, सचिव, सोसायटी

**Schedule 2 Format of Performance Security
(BANK GUARANTEE) ^
PERFORMANCE BANK GUARANTEE OF O&M Contract
(On requisite Stamp Paper)**

B.G. No.

Dated:

1. In consideration of you, Secretary, Raigarh Urban Public Service Society having its office at ZILA COLLECTORATE KARYALAY PARISAR Raigarh-496001, Chhattisgarh (hereinafter referred to as the "UPSS", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... and having its office at, and acting on behalf of the Bidder (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), "Operation and Maintenance of "Facility Plaza" at Facility Plaza, Sindoor Parkat Raigarh on O&M Contract in Raigarh (C.G) (hereinafter referred to as "the Project") pursuant to the Bid Document no.

Dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Raigarh Urban Public Service Society an amount of Rs.(Indian Rupees only) as Performance Security (hereinafter referred to as the "Performance Security") as our primary obligation without any demur, reservation, recourse, contestor protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by Raigarh Urban Public Service Society stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Raigarh Urban Public Service Society is disputed by the Bidder or not merely on the first demand from Raigarh Urban Public Service Society stating that the amount claimed is due to Raigarh Urban Public Service Society by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding documents including failure of the said Bid to keep its Bid open during the Bid validity period as set forth in the said Bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding).

*To be issued by a Scheduled Nationalized Bank in India

4. This Guarantee shall be irrevocable and remain in full force through the commencement of operations as mentioned under O&M contract viz. 5 years (Seven) and 12 months (12) thereof or for such extended period as may be mutually agreed between Raigarh Urban Public Service Society and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till the subjected work under this Guarantee have been completed (as mentioned in the RFP document).

5. We, the Bank, further agree that Raigarh Urban Public Service Society shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding documents including, inter

alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding documents, and the decision of Raigarh Urban Public Service Society that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Raigarh Urban Public Service Society and the Bidder or Raigarh Urban Public Service Society. -O&M contract any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bid or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, Raigarh Urban Public Service Society shall be entitled to treat the Bank as the principal debtor. Raigarh Urban Public Service Society shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding documents or to extend time for submission of the Bid or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding documents or the securities available to Raigarh Urban Public Service Society, and the Bank shall not be released from its liability under these presents by any exercise by Raigarh Urban Public Service Society of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Raigarh Urban Public Service Society or any indulgence by Raigarh Urban Public Service Society to the said Bidder or by any change in the constitution of Raigarh Urban Public Service Society or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.

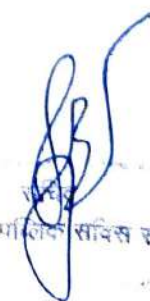
10. It shall not be necessary for Raigarh Urban Public Service Society to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Raigarh Urban Public Service Society may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Raigarh Urban Public Service Society in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. The Bank Guarantee number dated shall be operative at Raigarh and if invoked, be encashable at (name of bank and its branch in Raigarh and branch code).

Signed and Delivered by
By the hand of Mr. /Ms, its and authorized official.
(Signature of the Authorized Signatory)
(Official Seal)


[Signature]
[Official Seal]
[Text in Hindi: अर्बन पब्लिक सर्विस सोसायटी]

Schedule 3 O&M obligations

The O&M Operator shall undertake the operation & maintenance of the "Facility Plaza" at Oxy Zone Facility Plaza and its premises as mentioned below.

a. Boundary of the Project Premises to be handed over to the O&M Operator for Operation and Maintenance

i. Details of the Project

Table: 1

#	Location	No. of units	Area (In Sq.m approx.)
1	Shops (First Floor)	10	211.2 sq.m (42.24 sq.m each)
2	Toilets (Ground Floor)	4	4.4sq.m each
3	Porch For Facility Plaza	1	301 sq.m.

Note: The "Facility Plaza" at Facility Plaza, Sindoor Park at Raigarh consists of commercial space, Open Space, Porch Area, Open Sitting Area, toilets etc. The Project Area is tentative and can vary at- the time of actual measurement; bidder has to verify the area and existing infrastructure prior to submission of its Bid.

I. All the required approval related to project delivery need to be secured by the O & M operator in accordance to the prevailing norms of Town & Country Planning Directorate, Municipal Corporation Raigarh, Chhattisgarh Environment Conservation and any other authorities, bodies, regulators, as may be applicable.

A. Minimum Operation and Management Obligation

The operation and maintenance has been made in a way to ensure smooth and safe operation of the Facility Plaza and its premises as per the provision of O&M Agreement.

i. The O&M Operator shall be responsible for securing all the required approvals, permissions, NOC from the competent authority within one months from the date of execution of O&M Agreement

ii. The O&M Operator shall have to pay all the utility charges such as but not limited to electricity charges, water charges and other applicable charges during the entire O&M period.

iii. The O&M Operator shall be responsible to follow all the terms and condition of O&M contract with respect to operation and maintenance of project. This shall include but not limited to:

- Operations and Maintenance of Facility Plaza per the permitted activity as mentioned in point (B) below and its maintenance along with Toilets, ground floor porch area, first floor open sitting area.
- Ensure safety and security of Facility Plaza as per good industry practice.
- Cleaning of allotted space and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
- Cleaning of ground floor & first floor. Deployment of staff and its management as per the provision of O&M contract and prevailing laws of Central and State Government.
- Abide by all Laws/Statutes in connection with this project including Insurance. Oxy zone is a silent (Noise free) zone as it was covered, O&M Operator has to ensure no activities (other than approved and permitted by Raigarh Urban Public Service Society) takes place which can create noise.
- Ensuring that the premise is maintained as per prevailing Acts, rule and regulations related to storage, transport and use of dangerous and explosive material within the project area with the exception of LPG cylinder to be used exclusively for cooking.
- Opening Hours - Facility Plaza partly or fully can be opened for 24 hours with prior permission from Authority.

iv. Employment of personnel

- The O&M operator agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The O&M operator shall also comply with each and every provision of law applicable to its employees, including obtaining

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of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The O&M operator shall engage fully trained and adequately experienced staff, who are medically fit and free from any infectious diseases. The O&M operator shall get the medical examination of his employee once every 6 months and submit the said test report to Licensor from authorised local body or from body as may be directed by the Licensor.

- The O&M operator undertakes and acknowledges that the UPSS shall have full rights to Test, Interview, otherwise assess or determine the quality of O&M operator employees/workers deputed in its premises. UPSS can direct the O&M operator and the O&M operator shall be bound to replace any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.
- v. UPSS will have full access and authority to the site at convenient time and to review the relevant books and papers.

vi. Cleaning and Solid Waste Management

- Cleaning roaster shall be maintained by operator and provided to the authority whenever asked for.
- Operator shall ensure that the Project Facility areas are clean
- Operator shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project
- There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness
- While cleaning the Project Facility, Operator shall make sure that the dump shall not be thrown in rest of the areas of Project Premises, except any area which is designated by the UPSS or Municipal Corporation Raigarh for such purpose.
- Operator shall follow adequate waste management and disposal methods for waste generated from Project
- Transportation of waste should be done regularly to ensure that the containers /trolleys and dustbin sites are cleared before they start overflowing.
- No. of dustbins and specifications of the dustbins is provided as per Swachh Bharat mission municipal Solid Waste Management manual.
- The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
- The area around the dustbins should be kept clean at all times.

vii. Facility operations

Operator shall follow the following timetable for routine cleaning of the Project Facility:

- Daily Tasks: Clean, sweep and wash floors, dust, clean (open) drains, empty dustbins, scrub kitchen tables.
- Weekly Tasks: Clear cobwebs, clean doors and windows, kitchen walls, Monthly Tasks: Repairs, fumigation, wash curtains, cushion covers, water tanks.
- Annual Tasks: Whitewash, pest eradication, contract renewals, clean air- conditioning system

viii. Toilets

- ~~Public toilets should be separated by sex into male and female facilities.~~
- ~~Public toilets shall contain several of the following fixtures like, Air fresheners or odour control systems, Hand wash faucets / taps, Mirrors over sinks, Paper towels, Coat Hooks.~~

ix. O&M Operator is solely responsible for any damage caused to the property/ any other public infrastructure during the contract period.

x. O&M operator shall provide the required firefighting equipment conforming to relevant standards and the applicable rules and regulations

xi. O&M Operator has to ensure that water supply, drainage, electricity services to the project facility be fully operational during the O&M period.

- xii. O&M Operator has to ensure that project site remains free from all encroachments, and take necessary steps to remove them.
- xiii. O&M Operator has to ensure that project site and facilities created are not defaced by any kind of writings/posters.
- xiv. Force majeure and termination related provisions will be detailed out during signing of the O&M Agreement.
- xv. The O&M Operator is also responsible for repair and replacement of damaged tiles. Penalties to be charged from O&M Operator in case of violating the following Norms:

Table: 2

Activities	Penalty for each occurring
In case of Solid waste Dumping within the premises of Sindoor Park	Rs. 10,000
In case of not maintaining Toilets clean	Rs. 10,000
In case of uncleaned Common Area, Porch etc.	Rs 5,000
In case of Spilling of Dustbins	Rs 5,000
In case of non-provision of Air fresheners or odour control systems, Hand ash faucets/taps, Mirrors over sinks, Paper towels, Coat Hooks.	Rs 1000/day

The O&M Operator may be terminated if it violates any norms as per clause 6.1.1 of this Agreement

Note: - The specification given above are as per industry practices.

B. Permissible Activity in Facility Plaza

Table: 3

#	Facility	Activities
1	Shops- 11 TO 20 (First floor) Pocket B	List of activities of Shops 1. Departmental store with medical shop. 2. Books, Stationary & photocopy along with Sports shop. 3. Regional Handicraft/ Artefact shops 4. Gift & Souvenir Shop 5. Play Zone (Billiards/Pool Studio) 6. Beauty Saloon/Spa 7. Bakers & Confectioners 8. Food joint 9. Coffee shop 10. Pizza - burger store 11. Ice cream Parlour/ cafe etc. Any other food franchise 12. Office

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

NOTE: Sale, storage of Tobacco and Alcoholic products are strictly prohibited in the project premises.

b. Activities not permitted in any case in the Project Premises

The O&M Operator shall not undertake following activities on the Project Site:

1. Sale of Tobacco and Alcoholic products are strictly prohibited in the project premises.
3. Motor Garage or any form of Automobile repairing centre is not allowed in project premise.
4. Any activities resulting into pollution to ground water
5. Any activities creating breach of urban design guidelines of Raigarh

6. Any Activities of hazardous nature to environment and the society
7. Activities resulting air and noise pollution
8. Any other Unlawful activities
9. Activities involving pets and animals
10. The above prohibited activities are not exhaustive and can include any act or omission which is violation and against this Agreement.

Special Note: - Raigarh Urban Public Service Society Reserved the rights to Change the Activity to be done at shops if needed.

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Schedule 4 - Existing Infrastructure

To be prepared after joint inspection as per Clause 4.7.7.

Schedule 5 O&M plan/Schematic Drawing/Waste disposal plan

To be provided by the O&M Operator post awarding of LOA by Authority and to be approved by Authority, refer Clause 3.1.2

#	Facility	Activities
1	Shops- 01 to 20 (First floor) Pocket A & B	List of activities of Shops 1. Departmental store with medical shop. 2. Books, Stationary & photocopy along with Sports shop. 3. Regional Handicraft/ Artefact shops 4. Gift & Souvenir Shop 5. Play Zone (Billiards/Pool Studio) 6. Beauty Saloon/Spa 7. Bakers & Confectioners 8. Food joint 9. Coffee shop 10. Pizza - burger store 11. Ice cream Parlours/ cafe etc. Any other food franchise 12. Office

	Shop No.	Activity	Any Description
Block B	Shop 11		
	Shop 12		
	Shop 13		
	Shop 14		
	Shop 15		
	Shop 16		
	Shop 17		
	Shop 18		
	Shop 19		
	Shop 20		


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Schedule 6 Minimum Operations & Maintenance Standards

Civil Works

Building Exterior and Interior

- Exterior or facade of buildings, including common facility shall be inspected and cleaned on a regular basis.
- Common areas within building like floors, lobbies, corridors, staircases, sitting chairs, washrooms and such areas etc, must be cleaned regularly to ensure cleanliness and hygiene, once a day.
- Relevant external and entire internal areas within Facility Plaza, shall be repainted and refurbished before handover of the project after the completion of O&M Period.

Services

Electrical

- Operate and maintain the entire Electrical System as installed from the point of receipt of power supply as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- Ensure that all electric rooms, electrical equipment in public areas are locked at all times and limited access is provided to authorized personnel only
- Ensure all cable and wire connections are insulated, clean and firm/intact.
- Ensure contacts in all breakers are clean and mechanical operation is smooth and firm. Check all meters periodically to ensure they are functioning and show correct readings. Ensure all light fittings including lamps are in proper working condition at all times vis-à-vis intensity (Lux) and spread. Further, replacements of lamps and allied fixtures in common areas are carried out promptly. Defective lamps and fixtures shall be replaced, if necessary, by the Operator free of cost for a maximum frequency of once a year. During night time common areas should be sufficiently illuminated to ensure visibility and safety of users.
- Maintain the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each module and also maintain all earthing pits.
- To prevent overloading of electrical installations and to monitor by regular inspections

Water Supply and Sanitation

- To ensure steady water supply for 24-hours.
- To ensure all water supply pumps, pressure vessels and related components are maintained as specified in manuals furnished by manufacturers/original installation contractors.
- To ensure all water valves and conveyance network (pipes) operate smoothly and there are no leaks/blocks anywhere in the system.
- To ensure the potable water supply at par with WHO standards. To take samples and have water tests carried out on a regular basis at recognized labs.
- All chambers, manholes and sewer lines should have proper disposal of sludge. Regular cleaning and de-silting should be done to ensure clear passage of sewage. In case of any choking, it shall be attended promptly.
- All toilet and bathrooms fittings should be cleaned and maintained daily to ensure hygienic condition. It should also be ensured that all these fittings function properly and in case of any malfunctioning should be replaced immediately.

- To prevent any refuse or solid waste from being deposited on or in the premises (other than at the refuse collection points/bins provided for such purpose) and to arrange for its disposal daily to secondary collection centers or designated disposal site/ authorized RMC dustbins.

Miscellaneous

- To maintain security of the Project premises so as to ensure safety of visitors and their belongings.
- Rodents/Pest control and periodic disinfections by usage of chemicals for all areas to maintain hygiene and prevent, contain or spread of diseases. Special care should be taken during rainy/monsoon or any other season when the incidences of epidemics are more.
- To deal fairly, impartially and courteously with all complaints and enquiries
- Maintenance, upkeep and replacement of all signages in common areas so as to ensure its clear visibility and efficacy.
- Adequate provision and maintenance of emergency services, which should be immediately revoked during happening of any accident or mishap.
- To manage parking of vehicles and their safety.
- To provide Office Support Staff for day-to-day operation.
- To provide up-to-date Facility Management records including all documents and maintenance records to the Nodal Officer/designated Engineer in Charge on a daily basis.
- To ensure general cleanliness and hygiene in the overall environment.


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Schedule 07: Financial Bid Format

Tender Name – Operation and Maintenance of facility Plaza ta "Sindoor park"

Financial Quote Minimum Reserve Price: 7,00,000.00 Per year for 1st floor 10 Shops Block B	₹..... per year
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Note: GST at the applicable rate (currently 18%) will be charged extra on the quoted amount. Bids quoting a total price below the minimum reserve price of ₹----- per annum will be summarily rejected.

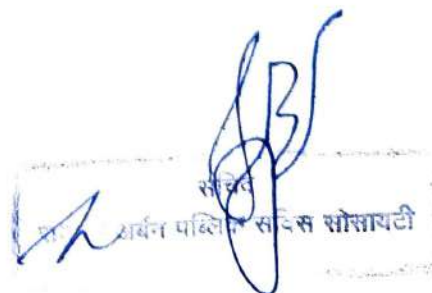
Date:
Raigarh, Chhattisgarh.

Undertaking

I, the Proprietor of
....., the O&M Operator of Raigarh Urban Service Society do undertake to
submit the Bank Guarantee for a period of 5 years before 15 days of expiry of the existing
Bank Guarantee numbered The present Bank
Guarantee is valid for the duration from

I understand that Authority can proceed as per the RFP and Agreement Conditions in
case of failure of Submission of Bank Guarantee.

Yours Faithfully,


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Undertaking to pay GST

Date:

I, here by declares that I will pay GST for the O&M Fee paid to Raigarh Urban Public Service Society, with reference to the "Operation and Maintain of Facility Plaza at Sindoor Park Raigarh, Chhattisgarh on written request by Raigarh Urban Public Service Society.

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रा. अर्बन पब्लिक सर्विस सोसायटी

Agreement to Operate and Maintain "Facility Plaza" at Sindoor Park, on O&M Contract in Raigarh (C.G)

BETWEEN

Raigarh Urban Public Service Society having its office at Raigarh Zila Collectorate Parisar, Raigarh (hereinafter referred to as "Authority" or "**Raigarh Urban Public Service Society**", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the FIRST PART;

AND

....., the Qualified Bidder, having its registered office at (hereinafter referred to as the "O&M Operator";

Wherein the Authority and O&M Operator are individually referred to as Party jointly referred to as "Parties" and the expression "Authority" and "Q&M Operator", shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

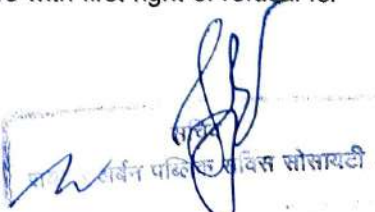
WHEREAS

A. Authority has selected the Successful Bidder through a competitive bidding process for the operation and maintenance of the "**Facility Plaza**" at **Facility Plaza, "Sindoor Park"** at **Raigarh on O&M Contract in Raigarh (C.G)** details given in Schedule 3"

B. Authority is in the ownership and possession of the aforesaid property.

C. With an objective, Authority had invited competitive Proposals/ Bids from interested parties to operate inter alia to maintain, manage and transfer the same to the authority after 5 (Five) years on the terms and conditions contained in the Request for Proposal (RFP) document and to levy, demand, collect, retain and appropriate User Charges from the Users of the Facility.

D. The Authority has decided to engage O&M operator in the operation & maintenance of the aforesaid the Project site, for an initial period of 5 (Seven) years with first right of refusal for another term of 1 years. ("O&M Period").


रावर्गन पब्लिक सर्विस सोसायटी

E. The Authority had accordingly invited proposals vide its Request for Proposal No. _____ Date _____ (the "Request for Proposal" or "RFP") for selection of O&M Operator for operation and maintenance of the above referred project on O&M contract basis.

F. In response to the Request for Proposal document, the Authority has received 5 (five) Nos of Proposals from Bidders.

G. Authority has evaluated the technical proposal as per the terms and condition of RFP and shortlisted 4 (Four) qualified bidders for opening of financial proposal. Financial Proposals of technically qualified bidders has been evaluated and authority has accepted the Proposal/Bid submitted by the "Successful Bidder" _____, ("O&M Operator") and a Letter of Award, Successful Bidder.

H. The Annual Fee quoted by _____ is Rs _____ exclusive of GST. As per the terms and conditions of the RFP Document, the Successful Bidder hereby agrees to serve as an O&M Operator as per the roles and obligations as detailed out in this Agreement.

I. Authority acknowledges that as on this day, the O&M Operator has submitted a demand draft/cheque _____ towards 1 installment of Annual fee as per the conditions specified in this agreement which is exclusive of GST.

J. Authority acknowledges that as on this day, the O&M Operator has submitted a Bank _____ towards Performance security as per the conditions specified in this agreement.

K. The Authority has agreed to the said request of the selected bidder Consortium and the O&M Operator, and has accordingly agreed to enter into this O&M Agreement with the O&M Operator for operation and maintenance of the "Facility Plaza" at Facility Plaza, Sindoor Park at Raigarh on O&M Contract basis, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The O&M Operator and the Authority agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

For, Raigarh Raigarh Urban Public Service Society (First Party)	For, (Second Party)
--	------------------------------------

Date:	
Name: Secretary	Date:
Designation: Secretary	Name:
Seal:	Designation:
	Seal:
In process of	
1. Signature	
Name:	1. Signature
	Name:

सचिव
राज्य अर्बन पब्लिक सर्विस सोसायटी

रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी, रायगढ़ (छ.ग.)

Email - rdupssociety@gmail.com

पंजीयन क्रमांक - 24061

E-mail- nraigarh@ymail.com

क्रमांक 2190 / रा.जि.अ.पब्लि.स.सो. / नपानि / 2026

रायगढ़ दिनांक 21/08/2026

॥ निविदा आमंत्रण सूचना ॥

रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी जिला रायगढ़ के द्वारा वार्ड क्रमांक 20 अंतर्गत सिंदूर पार्क में निर्मित ब्लाक A एवं ब्लाक B में निर्मित 10-10 दुकानों को एकीकृत प्रक्रिया के माध्यम से आबंटन किया जाना है। जिसमें निर्धारित आर.एफ.पी. में अंकित दर या अधिक दर पर अपना आकलन प्रस्तुत कर दुकान आबंटन प्रक्रिया ऑफ लाईन निविदा पंजीकृत डाक/स्पीड पोस्ट के माध्यम से भाग लिया जा सकता है। जिसका कार्य का विवरण निम्नानुसार है:-

क्रमांक	कार्य का नाम	आंकलित राशि
01.	सिंदूर पार्क में निर्मित ब्लाक A में निर्मित 10 दुकानों का आबंटन (एकीकृत)	700000.00 (वार्षिक) + 18% GST
02.	सिंदूर पार्क में निर्मित ब्लाक B में निर्मित 10 दुकानों का आबंटन (एकीकृत)	700000.00 (वार्षिक) + 18% GST

नियम व शर्त :-

01. पेन कार्ड की स्व प्रमाणित प्रति।
02. GST प्रमाण पत्र की स्व प्रमाणित प्रति।
03. Bank Solvency प्रमाण पत्र निर्धारित राशि रु. 700000/- का 20 प्रतिशत का बैंक द्वारा जारी Solvency प्रमाण पत्र भी स्व प्रमाणित प्रति।
04. 100 रु. के नॉन ज्युडिशियल स्टाम्प में ब्लैक लिस्ट/डिफाल्टरी एवं प्रस्तुत दस्तावेजों के संबंध में शपथ पत्र की मूलप्रति।
05. आवेदन शुल्क 5000.00 रु. डी.डी. के माध्यम से सचिव, रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी जिला रायगढ़ (छ.ग.) के नाम पर देय होगा।
06. अमानत राशि रु. 50000.00 रु. एफ.डी.आर./टी.डी.आर. के माध्यम से सचिव, रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी जिला रायगढ़ (छ.ग.) के नाम पर देय होगा।
07. आर.एफ.पी. दस्तावेज 100 रु. के नॉन ज्युडिशियल स्टाम्प में लेते हुये स्व प्रमाणित दस्तावेज जमा करना अनिवार्य होगा।
08. संलग्न समस्त स्व प्रमाणित दस्तावेज (डी.डी./एफ.डी.आर./टी.डी.आर./शपथ पत्र) एक बंद लिफाफा में पंजीकृत डाक/स्पीड पोस्ट के माध्यम से निविदा की अंतिम तिथी एवं समय तक प्राप्त किया जावेगा। लिफाफा में ऊपर स्थान पर कार्य का नाम लिखना अनिवार्य होगा। ब्लाक A एवं ब्लाक B हेतु पृथक-पृथक से आवेदन करना होगा। कुरियर एवं अन्य माध्यम से लिफाफा स्वीकार नहीं किया जावेगा।
09. लिफाफा मय निविदा प्रपत्र सचिव, रायगढ़ जिला अर्बन पब्लिक सर्विस सोसायटी जिला रायगढ़ (छ.ग.) के नाम पर नगरपालिक निगम रायगढ़, टाऊन हॉल रायगढ़ जिला रायगढ़ छत्तीसगढ़ को प्रेषित किया जाना होगा।
10. निविदा प्रारूप (आर.एफ.पी.) www.nagarnigamraigarh.com एवं www.raigarh.gov.in एवं web site से डाऊन लोड किया जा सकता है।
10. समस्त दस्तावेज स्व प्रमाणित होना अनिवार्य होगा।

आयुक्त/सचिव
रायगढ़ अर्बन पब्लिक सोसायटी