

# Kota Smart City Limited



## INVITATION FOR BID

### National Competitive Bid (NCB)

**Bid Reference No:23/2017-18**

**March 2018**

### Bidding Document for

**SUPPLY AND INSTALLATION OF AUTOMATIC SANITARY NAPKIN  
VENDING MACHINES AND INCINERATORS AT VARIOUS  
LOCATIONS IN KOTA CITY INCLUDING 2 years AMC**

**Chief Executive Officer**

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A, Dusshera Maidan, Kota, Rajasthan, 324007

E-mail: [ksclkota@gmail.com](mailto:ksclkota@gmail.com)

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## KOTA SMART CITY LIMITED

(An initiative of Gol, GoR & ULB)

### Chief Executive Officer

Kota Smart City Limited,  
Rajeev Gandhi Bhawan, Block-A,  
Dussehra Maidan, Kota, Rajasthan, 324007  
Tel: 0744-2502293 | Fax: 0744-2501282,

E-mail : ksckota@gmail.com

No :- KSCL/2017/1511



CIN :U75232RJ2016SGC056440

Tel :0744-2502293 | Fax :0744-2501282

E-mail :ksckota@gmail.com

nnkota@gmail.com

Date : 07.03.2018

### NIB No.23/2017-18

### Notice inviting on line bids for Supply and Installation of Automatic Sanitary Napkin Vending machines and Incinerators at various locations in Kota city including 02 year AMC.

Kota Smart City Limited, KSCL Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended upto date and under National Competitive Bidding (NCB) with Single Stage -two envelope Bidding procedure for following works.

S. No.	Name of Work	Estimated Cost (Rs. In Lacs)	Earnest Money (Rs. In Lacs)	Tender Fee	Period of completion
				Processing Fee pay to M.D. RISL, Jaipur	
1	Supply and Installation of Automatic Sanitary Napkin Vending machines and Incinerators at various locations in Kota city including 2 years AMC	50.68	1.02	5,000/- & 1,000/- Processing Fee	06 Months

- Detailed NIT & Bid Documents can be seen at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> and may be downloaded free of cost from <http://eproc.rajasthan.gov.in>
- Any subsequent addendum/corrigendum shall be published only at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in>

  
(Dr. Vikram Jindal, IAS)  
Additional Chief Executive Officer  
Kota Smart City Limited

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(An initiative of GoI, GoR & ULB)

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Dussehra Maidan, Kota, Rajasthan, 324007  
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No :-

Date :-

**DETAILED NIB**  
**NIB No.23/2017-18**

**Notice inviting on line bids for Supply and Installation of Automatic Sanitary Napkin Vending machines and Incinerators at various locations in Kota city including 02 year AMC**

KSCL, Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders.

Bidding will be conducted through procedures in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended upto date and under National Competitive Bidding with Single Stage - two envelopes bidding procedure with prequalification filter and are open to all national Bidders.

Name & Address of the Procuring Entity	Chief Executive Officer Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007
Subject Matter of Procurement	Notice inviting on line bids for Supply and Installation of Automatic Sanitary Napkin Vending machines and Incinerators at various locations in Kota city including 02 year AMC.
Period of completion of physical works	6 Months
Bid Procedure	Single-stage: Two Part (envelope) open competitive e Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	Least Cost based selection
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a> <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>

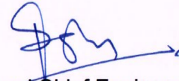


Fees	Earnest Money & Cost of tender documents Fees shall be deposited through RTGS/NEFT/Demand Draft in the account of Smart City Kota having account no. <b>039394600001113 with YES Bank</b> , Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code <b>YESB0000393</b> ). The Unique Transaction Reference (UTR) of RTGS/NEFT shall be uploaded by the tenderer along with scanned copies of eligibility documents with "Eligibility Bid". Bidding document fee (Non-Refundable): Rs. 5000/- (Rupees Five Thousand only) in RTGS/NEFT/Demand Draft drawn on any Scheduled/ Commercial Bank in favour of "CEO, Kota Smart City Limited" payable at "Kota". Tender Processing Fee (Non-Refundable): Rs.1000/- (Rupees One Thousand only) in Demand Draft drawn on any Scheduled/Commercial Bank in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs 50.68 Lacs (fifty lac sixty eight thousand) only.
Earnest Money Deposit(EMD) and Mode of Payment	Rs 1.02 (One Lacs Two thousand) only. Mode of Payment: Banker's Cheque/Demand Draft drawn on any Scheduled Commercial Bank or Bank Guarantee, RTGS/NEFT in the account of Smart City Kota having account no. <b>039394600001113 with YES Bank</b> , Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code <b>YESB0000393</b> ). The Unique Transaction Reference (UTR) of RTGS/NEFT shall be uploaded by the tenderer along with scanned copies of eligibility documents with "Eligibility Bid".as per Bid document.
Period of on-line availability of Bidding Documents (Start / End Date)	Start Date :- From: 08.03.2018, 11:00 AM
	End Date: - Till 06:00 PM of 27.03.2018
Pre-bid Meeting	Date/ Time 14.03.2018 at 3.00 PM. Place: Conference Hall 2 <sup>nd</sup> Floor, Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007
Manner, Start Date for submission of Bids	Manner: Online at e Proc website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> Start Date: 19.03.2018 (up to 11:00 A.M.)
Manner, End Date for submission of Bids	Manner: Online at e Proc website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>

	End Date: 27.03.2018 (up to 06:00 P.M.)
Submission of original Banker's Cheque/ Demand Draft for Bid Document cost, Earnest Money, Bid Processing Fee & other documents listed herein after	upto 28.03.2018 till 03:00PM
Date & Time of Technical Bid Opening	Date: 28.03.2018 Time: 04:00 PM.
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<b>Note:</b>	
<ol style="list-style-type: none"> <li>1) Bidders (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, RTGS/NEFT/DD / Banker's Cheques / BG (if applicable) for Bid Document Fees, RISL Processing Fees and Earnest Money should be submitted physically in original at the office of Kota Smart City Limited Kota by time and date mentioned above as prescribed in bid document and scanned copy of same should also be uploaded along with the technical Bid/ cover.</li> <li>2) In addition to above, the following original documents should also be submitted physically in the Kota Smart City Limited Kota office by time and date mentioned above and scanned copies of same should also be uploaded along with the technical Bid/ cover: <ol style="list-style-type: none"> <li>i. Letter of Technical Bid</li> <li>ii. Power of Attorney for appointing authorized representative</li> <li>iii. Joint Venture Agreement (if Applicable)</li> </ol> </li> <li>3) Any subsequent addendum/corrigendum shall be published only at the websites <a href="http://sppp.raj.nic.in">sppp.raj.nic.in</a> &amp; <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.</li> <li>4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.</li> <li>5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11<sup>th</sup> hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems</li> <li>6) All the prospective bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and bid documents are studied thoroughly.</li> <li>7) The procuring entity reserves the sole right to cancel the bid process and reject any or all</li> </ol>	

of the Bids without assigning any reason.

- 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 9) No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
- 10) The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.**



Additional Chief Engineer  
Kota Smart City limited.  
Kota, Rajasthan

Section - I  
Instructions  
to  
Bidders



## **Instruction to Bidders SECTION-I: INSTRUCTION TO BIDDERS**

**Important Instruction:-** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Law shall prevail.

### **1.1. General Information and Guidelines**

#### **1.1.1. Purpose**

The Smart Cities Mission of Government of India is to promote cities that provide core infrastructure and give a decent quality of life to its residents. The Smart City Challenge required cities to develop a proposal for the development of city in two components; Area based development )developing a specific area in the city( and Pan City initiative. As part of Pan-City ICT based solution, one of the important components is Intelligent Solid Waste Management System and Public Transport System. The objective is to increase the capability of municipal governance, improve the quality of civic service delivery and the overall quality of life of Kota citizen.

Kota has set a goal for itself as an advance stage Smart city where “All major services are provided through online and offline platforms. Citizens and officials should be able to access information on accounting and monitor status of projects and programs through data available on online system.

Vending machine is an effective and convenient mode for any time access to items like Sanitary Napkins and several other essential items. The objective of this proposal is to contribute to promote safe & hygienic sanitary practices among women/girls the specific objectives to

(A) ensure easy availability of Sanitary Napkin pads for the target girls / women thereby promote safe and hygienic sanitation practices among them and

(B) to ensure safe and environment friendly disposal of used napkin pads

In view of the stigma and social taboo associated with/sanitary napkins, majority of the girls/women, feel embarrassed and hesitate to go to the commonly known, manned and often crowded conventional/medicine outlets for sanitary napkins, resulting in un-safe practices, and use of unhygienic materials during menstrual periods

Disposal of the used sanitary Napkins has been a very common problem everywhere. Girls do not like to carry their used Sanitary Napkins or pads to a bin in front of family and friends. The most common way she uses is, flush it into the drain. Both the above way of disposing sanitary napkins creates problems The flushing in drain results clogging in drain and throwing in dustbins results in health related problems due to hazardous content in the used sanitary pad

In order to tackle these problems, and to provide round the clock quality sanitary napkins, a novel way & solution by installing state of the art "Automated sanitary Napkin Vending Machines, & to dispose the used sanitary Napkin pads, sanitary Napkin Incinerators.

- i. The Bidder for participation in the Selection Process, may be a single entity to execute the project.
- ii. Joint Ventures are not permitted.

#### **1.1.2. Sub-Contracting**

Sub-Contracting is not allowed for this tender document

#### **1.1.3. Completeness of Bid**

The Bid should be complete in all respects. Failure to furnish all information required by the tender document or submission of a proposal not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

#### **1.1.4. Proposal Preparation Costs**

- 1 All materials submitted by the bidder shall be the absolute property of procuring entity and no copyright etc. shall be entertained by procuring entity.

#### **1.1.5. Pre-bid Meeting and Queries**

- 1 procuring entity will host a Pre-Bid meeting as per the date mentioned in the tender document NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the tender document and the proposed solution requirements in reference to the tender document. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document and the project.
- 2 All Bidders shall e-mail their queries to [ksclkota@gmail.com](mailto:ksclkota@gmail.com) in the form. The response to the queries will be published on <http://eproc.rajasthan.gov.in>, No telephonic / queries will be entertained thereafter. This response of procuring entity shall become integral part of tender document. procuring entity shall not make any warranty as to the accuracy and completeness of responses.
- 3 Procuring entity shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, procuring entity reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring procuring entity to respond to any question or to provide any clarification.
- 4 Procuring entity may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by procuring entity shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by procuring entity or its employees or representatives shall not in any way or manner be binding on procuring entity.

#### **1.1.6. Amendment of Tender document**

- 1 All the amendments made in the document would be published on the e-Tendering Portal and shall be part of tender document.

- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates procuring entity also reserves the right to amend the dates mentioned in this tender document.

#### **1.1.7. Supplementary Information to the tender document**

If procuring entity deems it appropriate to revise any part of this tender document or to issue additional data to clarify an interpretation of provisions of this tender document, it may issue supplements to this tender document. Any such corrigendum shall be deemed to be incorporated by this reference into this tender document.

#### **1.1.8. KSCL's Right to Terminate the Process**

Procuring entity may terminate the tender document process at any time and without assigning any reason. procuring entity reserves the right to amend/edit/add/delete any clause of this tender document. This will be informed to all and will become part of the tender document and information for the same would be published on the e-Tendering portal.

#### **1.1.9. Site Visit and Verification of Information**

The Bidder are encouraging to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for Submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

### **1.2. Key Requirements of the Bid**

#### **1.2.1. tender document Document/Tender Fee**

Tender document can be downloaded from the website <http://eproc.rajasthan.gov.in>. tender document fee of Rs. 5,000 (Rupees Five Thousand Only) may be paid on-line through RTGS/NEFT in the account of Smart City Kota having account no. 039394600001113 with YES Bank, Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code YESB0000393) or physically by way of Demand Draft/pay order in the name of "Chief Executive Officer, KSCL" payable at Kota. The tender document fee shall be non-refundable. Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

#### **1.2.2. Earnest Money Deposit(EMD)**

- 1 Bidders are required submit EMD of Rs. 1,02,000.00 (Rupees One Lakhs and Two Thousand Only) through FDR/BG/RTGS/NEFT/Demand Draft in the account of Smart City Kota having account no. 039394600001113 with YES Bank, Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code YESB0000393). In the form of DD / FDR / BG issued by any nationalized / scheduled commercial bank in favour of "Chief Executive officer, KSCL", payable at Kota.
- 2 The EMD of unsuccessful bidder will be returned within 90 days from the date of opening of the financial proposal. The EMD, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 05% of Total Contract Value in the format provided in the tender document.
- 3 No interest will be paid by procuring entity on the EMD amount and EMD will be refunded to the all Bidders (including the successful bidders) without any accrued interest on it.

- 4 The Bid submitted without EMD, mentioned above, will be summarily rejected
- 5 The EMD may be forfeited:
  - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then procuring entity shall reject the bid and, if necessary, initiate action.
  - e. The decision of procuring entity regarding forfeiture of the EMD shall be final and binding upon bidders.

### **1.3. Bid Submission Instructions**

#### **1.3.1. Bid Submission Format**

The entire Bid shall be submitted strictly as per the format specified in this tender document. Bids with any deviation from the prescribed format are liable for rejection.

#### **1.3.2. Bid Submission Instructions**

- 1 Complete bidding process will be online (e-Tendering): -This is an “on-line tender”. Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost Rs 5000.00 while submitting the filled-up Bidding document to the Procuring entity along with the processing fee of Rs 1000.00 separately in favour of RISL, Jaipur the bidder should submit, by date & time specified in bid document, in original, hard copies of – (i) cost of bid document as Rs. 5,000.00 in the form of DD/Banker’s Cheque of a scheduled bank in India or eGRAS in the name of CEO, Kota Smart City Limited. Kota payable at Kota, RTGS/NEFT in the account of Smart City Kota having account no. 039394600001113 with YES Bank, Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code YESB0000393). The Unique Transaction Reference (UTR) of RTGS/NEFT shall be uploaded by the tenderer along with scanned copies of eligibility documents with “Eligibility Bid”.as per Bid document. (ii) Bid processing fee of Rs. 1,000/- in the form of DD in the name of Managing Director, RISL, Jaipur payable at Jaipur, (iii) Bid Security as per RTPP (iv) Letter of Technical Bid, (v) Power of Attorney and. The bidder should upload scanned copies of these documents on e-procurement web-site  
Note: procuring entity will conduct the bid evaluation based on documents submitted through online e-tendering portal.
- 2 The following points shall be kept in mind for submission of bids;
  - a. procuring entity shall not accept delivery of Bids in any manner other than that specified in this tender document. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
  - b. The Bidder is expected to price all the items and services sought in the tender document and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
  - c. procuring entity may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the

clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the pre-qualification criteria stated in this tender document, the technical and financial proposals of the Bidder shall not be opened in the e- Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e- Tendering system.
- f. It is required that the all the proposals submitted in response to this tender document should be unconditional in all respects, failing which procuring entity reserves the right to reject the proposal.

#### **1.3.3. Late Bid and Bid Validity Period**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e- Tendering system. The validity of the bids submitted before deadline shall be till 90 days from the date of submission of the bid.

#### **1.3.4. Modification and Withdrawal of Bids**

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

#### **1.3.5. Non-conforming Bids**

Bid may be construed as a non-conforming proposal and ineligible for Consideration:  
If it does not comply with the requirements of this tender document  
If the Bid does not follow the format requested in this tender document or does not appear to address the particular requirements of procuring entity.

#### **1.3.6. Language of Bids**

The Bids should be submitted in English language only.

#### **1.3.7. Authentication of Bid**

- a. Authorized person of the bidder who signs the bid shall obtain the Procuring entity letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.
- b. The Bidder should submit a Power of Attorney as per the format, authorizing the signatory of the Bid to commit the Bidder.

#### **1.3.8. Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to have acknowledged that he has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed himself as to all existing conditions and limitations.

#### **1.4. Evaluation Process**

- a. A Bid Evaluation Committee (BEC) shall evaluate the responses of the bidders and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- b. The decision of the BEC in the evaluation of responses to the tender document shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.



- c. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- d. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender document.
- f. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

#### **1.4.1. Bid Opening**

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. procuring entity reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
  - Stage 1 - tender document Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
  - Stage 2- Financial Proposal
- d. The venue, date and time for opening the Pre-Qualification Proposal are mentioned in the Tender Notice in the tender document. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall prima facie be rejected. procuring entity has the right to reject the bid after due diligence is done
- f. The Financial Proposals of only those bidders will be opened who are qualified in Technical Evaluation.

#### **1.4.2. Evaluation of Pre-Qualification Proposals**

- a. Procuring entity shall open "tender document Fee and Earnest Money Deposit (EMD)". If the contents are as per requirements of the tender document, procuring entity shall mark "Pre-Qualification Proposal". Each of the Pre-Qualification condition mentioned in the tender document is mandatory. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b. The Pre-Qualification proposal MUST contain all the documents in compliance with instructions given in the tender document.
- c. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this tender document and in the manner prescribed in the tender document.

#### **1.4.3. Evaluation of Technical Proposal**

The evaluation of the Technical Proposals will be carried out in the following manner:

- a. Procuring entity will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at procuring entity's discretion.

- b. Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the tender document and technical evaluation criteria as mentioned in the tender document.
- c. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all other components) as required for technical evaluation.
- d. At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- e. Procuring entity reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- f. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- g. procuring entity reserves the right to accept or reject any or all bids without giving any reasons thereof.
- h. procuring entity shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

#### **1.4.4. Financial Proposal Evaluation**

- a. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b. Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at procuring entity's discretion.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc.the bid may be rejected.

#### **1.4.5. Qualification Criteria**

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

- a. Cost of Bid Document as Rs. 5,000/-DD/Cheque in favour of CEO, Kota Smart City Limited
- b. Bid Processing Fee of Rs 1,000/-DD/Cheque in favour of MD, RISL
- c. Bid Security of Rs 1.02 (One Lacs Two thousand) bidder that submits the bid BC/DD/BG

#### **Technical Evaluation Criteria**

The bidder should be manufacturer /authorized dealer of the automatic vending machine & Incinerator. Proof of Registration as Manufacturer of napkin vending machine & Incinerator /authorized/dealer of napkin vending machine & Incinerator should be enclosed.

The bidder should not be black listed from any organisation during last three years. Bidder will give an affidavit confirming the same

Bidders must be a registered Indian company act or properitor firm's.

The bidder should valid GST registration certificate, An undertaking for registration with GST department

The bidder should have successfully completed the installation of sanitary napkin vending machine & Incinerator at least 10 Nos in last three years (2014-15, 2015-16, 2016-17) in single Work Order (Work order with completion certificate should be submitted by the bidder (not below the rank of Executive Engineer or General Manager) otherwise bid should be rejected

### **Financial Capability**

Net Worth for the Financial Year 2016-17 should be positive. (Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed).

Average annual turnover of last three years should be more than or equal to Rs.10.00 lakhs for financial year 2014-15 to 2016-17, Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant

### **1.5. Award Criteria**

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, GST, levies and other charges imposed under the Applicable Law as applicable.

1. procuring entity reserves the right to further negotiate the prices quoted by the successful bidder.

#### **1.5.1. Letter of Acceptance**

Prior to the expiration of the period of bid validity, procuring entity will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, procuring entity will promptly notify each unsuccessful bidder.

#### **1.5.2. Signing of Contract**

procuring entity shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with procuring entity within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by procuring entity

#### **1.5.3. Failure to Agree with the Terms & Conditions of the tender document / Contract**

Failure of the successful bidder to agree with the Terms & Conditions of the tender document / Contract shall constitute sufficient grounds for the annulment of the award, in which event procuring entity may invite the next best bidder for negotiations or may call for fresh tender document.

#### **1.5.4. KSCL's Right to Accept any Bid and to Reject any or All Bids**

procuring entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for procuring entity's action.

### **1.6. Performance Bank Guarantee**

Performance Security amounting to total 05% of contract value (but excluding provisional sum) shall be submitted as follows:

- a) Contractor shall submit Performance Security @ 05% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond AMC period. Bank Guarantee submitted against the performance guarantee, shall be en-cashable/inviolable at Kota when presented in specified Branch Office.
- b) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring entity, the Procuring entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring entity may require that the amount of the performance security shall be increased to 10% of the bid value of such items at the expense of the bidder to a level sufficient to protect the Procuring entity against financial loss in the event of default of the successful Bidder under the Contract.
- c) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable.
- d) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in the tender document, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- e) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- f) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by procuring entity upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.
- g) In case the project is extended after the project schedule as mentioned in the tender document, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- h) In the event of the Bidder being unable to service the contract for whatever reason procuring entity would invoke the PBG. Not with standing and without prejudice to any rights whatsoever of procuring entity under the contract in the matter, the proceeds of the PBG shall be payable to procuring entity as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. procuring entity shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- i) procuring entity shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- j) On satisfactory performance and completion of the order in all respects and duly certified to this effect by procuring entity, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

### **1.7. Right to Vary Quantity**

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) KSCL shall have the right to request in writing to make any changes, modifications, deviation and change in location of installation of equipment and reduction in scope of Agency's work prior to and/ or after award of work. Agency shall consider such written requests and act accordingly in the matter. KSCL assures that the essence of this clause is to accommodate the maximum number of Vending Machine & Incinerator which is a welcome preposition to the bidder.
- d) As per RTPP ACT/RULE under clause "deviations, variations and adjustments". The quantum of additional work for each item shall not exceed 50% of original quantity of the item given in the contract and the total value of additional, altered, and substituted items of work shall not exceed 50% of the accepted contract price.
- e) The payment to be made as per actual installation.

### **1.8. Warranty & Maintenance**

- a) Successful Bidder shall also provide complete Warranty & maintenance for all Manufacturer defect of Machine for a period of 36 months from the date of commissioning.
- b) During the Contract period including AMC period, the bidder shall warrant that the goods supplied under the contract are new, unused, unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) procuring entity or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this AMC. Upon receipt of such notice, the Successful Bidder shall, within the AMC period and with all reasonable speed, repair or replace the defective systems, without costs to procuring entity and within time specified and acceptable to procuring entity.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, procuring entity may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which procuring entity may have against the bidder under the contract.
- e) During the comprehensive warranty period, the Successful Bidder shall provide all product(s), within 15 days of their availability and should carry out installation and make operational the same at no additional cost to procuring entity.



# Section - II Bidding Form

**2.2 Letter of Technical Bid**

**Technical Bid Submission Sheet**

Date: \_\_\_\_\_ NIB No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.....
- (b) We offer to execute in conformity with the Bidding Document the following Works:  
.....
- (c) Our Bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_\_ percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
- (f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (k) We have paid, or will pay the following commissions, gratuities, or fees if any, with respect to the bidding process for execution of the Contract:

Name of Recipient	Address	Reason	Amount

- (l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(m) Other comments, if any:

Name/ address: - \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## 2.3 Bid Security (Bank Guarantee Unconditional) \*

### Form of Bid Security

***[Insert Bank's Name and Address of Issuing Branch or Office]***

**Beneficiary:** Chief Executive Officer  
Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota,  
Rajasthan, 324007]

**Date:** *[insert date]*

**BID GUARANTEE No.:** *[insert number]*

We have been informed that **[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Notice Inviting Bids No. *[Insert NIB number]* ("The NIB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity,
  - (i) fails or refuses to execute the Contract Agreement,
  - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB")
- (c) has not accepted the correction of mathematical errors in accordance with the ITB, or
- (d) has breached a provision of the Code of Integrity specified in the TB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: \_\_\_\_\_

***[Insert signature of person whose name and capacity are shown]***

**NOTE: \* - Scheduled Bank Only**

Name: \_\_\_\_\_

***[Insert complete name of person signing the Bid Security]***

In the capacity of: \_\_\_\_\_

***[Insert legal capacity of person signing the Bid Security]***

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

***[Insert name of the Bank]***

Dated on day of

***[Insert date of signing]***

Bank's Seal \_\_\_\_\_

***[Affix seal of the Bank]***



## 2.4 Bid Securing Declaration

### Form of Bid Securing Declaration

**Date:** *[insert date (as day, month and year)]*

**Bid No.:** *[insert number of bidding process]*

**Alternative No, if permitted:** *[insert identification No if this is a Bid for an alternative]*

**To:** Beneficiary: Chief Executive Officer  
Kota Smart City Limited, Rajeev Gandhi Bhawan,  
Block-A, Dussehra Maidan, Kota, Rajasthan, 324007.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the ITB; or
- (d) breach any provisions of the Code of Integrity as specified in the ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: \_\_\_\_\_

***[Insert signature of person whose name and capacity are shown]***

Name: \_\_\_\_\_

***[Insert complete name of person signing the Bid-Securing Declaration]***

In the capacity of: \_\_\_\_\_

***[Insert legal capacity of person signing the Bid-Securing Declaration]***

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

***[Insert complete name of Bidder]***

Dated on day of

***[Insert date of signing]***

Corporate Seal \_ \_\_\_\_\_

***[Affix corporate seal of the bidder]***

## 2.5 Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### 2.5.1 Form ELI - 1: Bidder's Information Sheet

<b>BIDDER'S INFORMATION</b>	
Bidder's legal name	
Bidders country of constitution.	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are self-attested copies of the following original documents: <ol style="list-style-type: none"><li>1. In case of single entity, certificate of registration/ in Corporation and memorandum of association or constitution of the legal entity named above.</li><li>2. Authorization to represent the firm named in above.</li></ol>	

**2.6 Letter of Financial Bid**

**Financial Bid Submission Sheet**

Date: \_\_\_\_\_ NIB No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: -
- (b) We offer to execute in conformity with the Bidding Document the following Works:
- (c) The total Price for our Bid, excluding any discounts offered, if permitted, in item
- (d) below is: \_\_\_\_\_ The discounts offered, if permitted, and the methodology for their application are: \_\_\_\_\_.
- (e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Other comments, if any:

Name/ address: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Tel: \_\_\_\_\_ fax \_\_\_\_\_

E-mail: \_\_\_\_\_

## 2.7 Power of Attorney

### Power of Attorney for Authorized Representative

The firm M/s..... authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the, to issue and receive correspondence related to all matters of the tender "-----". We / M/s undertake the responsibility due to any act of the representative appointed hear by.

#### For Partnership Firm's

S.No	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3.		
4.	Name and Designation of the person Authorized	
5.	Attested Signature of the Authorized Representative	

#### For Limited Firm's

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	

Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

## 2.8 SELF APPRAISAL SHEET TO BE FILLED BY THE BIDDER FOR DETERMINATION OF RESPONSIVENESS

S. No.	Requirements as per bid document	Check Points	YES/NO	Enclosed at page no. of bid and any other detail as required
1	<b>GENRAL</b>			
i	Cost of Bid Document as Rs. 5,000/- DD/Cheque in favour of CEO, Kota Smart City Limited Original hard copy to be submitted in the office of CEO, Kota Smart City Limited by 28.03.2018 up to 03:00 P.M. and scanned copy to be uploaded with technical bid	Confirm it is of scheduled bank? Name of Bank		
		Amount Rs. 5000.00		
		In favour of CEO, Kota Smart City Limited		
ii	Bid Processing Fee of Rs 1,000/- DD/Cheque in favour of MD, RISL Original hard copy to be submitted in the office of CEO, Kota Smart City Limited by 28.03.2018 up to 03:00 P.M. and scanned copy to be uploaded with technical bid	Confirm it is of scheduled bank? Name of Bank		
		Amount Rs. 1000.00		
		In favour of MD, RISL		
iii	Bid Security of Rs 1.02 (One Lacs Two thousand) bidder that submits the bid. BC/DD/BG should be valid up to 90 days from last date of bid submission DD / Bankers Cheque / Bank Guarantee Original hard copy to be submitted in the office of CEO, Kota Smart City Limited Kota by 28.03.2018 up to 03:00 P.M. and scanned copy to be uploaded with technical bid	Confirm that it is unconditional? If any condition bid liable to be rejected.		
		State in whose name is bid security		
		BG number		
		Confirm it of a scheduled bank? Mention the Name of bank.		
iv	Power of Attorney original hard copy to be submitted in the office of CEO, Kota Smart City Limited Kota by 28.03.2018 up to 03:00 P.M. and scanned copy to be uploaded with technical bid	Name & Designation of Person Who has Issued POA		
		Name & Designation of Person to whom POA is issued		
vi	Letter of technical bid As per format of bid document	Whether bid is valid for 90 days		



S. No.	Requirements as per bid document	Check Points	YES/NO	Enclosed at page no. of bid and any other detail as required
		Whether it is as per format		
		whether it is signed by authorised signatory		
<b>2</b>	<b>Eligibility Criteria</b>			
<b>i</b>	The bidder should be manufacturer /authorized dealer of the automatic vending machine & Incinerator. Proof of Registration as Manufacturer of napkin vending machine & Incinerator /authorized/dealer of napkin vending machine & Incinerator should be enclosed.			
<b>ii</b>	The bidder should not be black listed from any organisation during last three years.	Bidder will give an affidavit confirming the same		
<b>iii</b>	Bidders must be a registered Indian company act or properitor firm's			
<b>iv</b>	The bidder should valid GST registration certificate.	An undertaking for registration with GST department		
<b>3</b>	<b>Technical Capability</b>			
<b>i</b>	The bidder should have successfully completed the installation of sanitary napkin vending machine & Incinerator at least 10 Nos in last three years (2014-15, 2015-16, 2016-17) in single Work Order	(Work order with completion certificate should be submitted by the bidder (not below the rank of Executive Engineer or General Manager) otherwise bid should be rejected If not, bid is liable to be rejected		
<b>4</b>	<b>Financial Capability</b>			

S. No.	Requirements as per bid document	Check Points	YES/NO	Enclosed at page no. of bid and any other detail as required
i	Net Worth for the Financial Year 2016-17 should be positive.	(Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed).		
ii	Average annual turnover of last three years should be more than or equal to Rs.10.00 lakhs for financial year 2014-15 to 2016-17.	Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant		

Section-III  
Scope of  
Work & Term  
of Reference

## Scope of Work and Terms of Reference.

### 2. Scope of work

#### 1. Scope of work

**The General Description of Work:** -The work as described under this tender document shall include following works but not limited to this. The contractor is responsible for carrying out the complete work to accrue its benefit.

- i. Supply & Installation of 100 Nos Sanitary Napkin Vending Machine at Various location in Kota Municipal Limit as directed by Engineer in Charge
- ii. Supply & Installation of 50 Nos Sanitary Napkin Incinerator at Various location in Kota Municipal Limit as directed by Engineer in Charge
- iii. Supply & fidding Sanitary napkin in Vending Machine as directed by Engineer in Charge
- iv. Two Year Annual Maintenance with training the Minimum 10 person of local or Municipal Person include cost of all consumable /spare part required for comprehensive maintenance etc Including all taxes as per applicable .
- v. Contractor are responsible to feed the sanitary Napkin in the vending machine as revenue recived from selling of napkins from vending machines upto end of the AMC period intial Approximately 500 cases shall be fidded by the contractor which shall .be rembuirse by the KSCL after satisfaction of Engineer in Charge

Contractor is responsible to provide the list of trained person alongwith address and mobile no Contractor is responsible for repairing, defect and replace of Vending Machine & Incinerator for the entire contract period i.e. two year AMC. if the contractor fails to replace/repair the item as instructed by Engineer in Charge the payment shall be deducted as per condition of contract.

All the Vending Machine & Incinerator shall be maintained in usable condition through regular and periodical maintenance by the agency thought out AMC period. In case of any breakage/ damage, the breakage/ damaged equipment shall be repaired/ replaced within 7 days, at contractors own cost during AMC period.

### 2. Technical Specification: -

#### A. Technical Specifications for Automatic Sanitary Napkin Vending Machine

S. No	Details	Specification
1	Type	Fully Automated Electronic Model Programmable Customizable Electronic Data Retrievable
2	Mounting method	Wall Mounting
3	No. of Product Columns	Two Vertical Spril
4	Product storage capacity	Min. 70 napkins
5	Dimensions (WxDxH) mm	Min. 600x150x600 mm to Max. 800x200x800mm
6	Gross Weight	Min.14 Kgs
7	Construction	Made out of min1.2 mm thick anti-corrosive power coated steel.
8	Design	Aesthetically well designed with sleek cabinet
9	Electrical	230V/50 Hz /5 Amp, All motors and boards operator on DC
10	Vending Mechanism	Vends one products, upon selecting a product and inserting the required coins.
11	Coin Acceptance	Fully Electronic Coin Acceptor.
		Accepts SIX different variants of Coins
		Accepts Multiple coins to reach the desired value
		Easily programmable for any new coins in field

S. No	Details	Specification
12	Programming Feature	Pricing-programmable in field
		Time and date on display-programmable
13	Stock Out	No STOCK -lock out provision, if user presses the button, and there is no stock then display will show NO STOCK and even if any user puts in money, it will be refunded.
14	Customizable	Mechanically customizable for any product dimension-easily in field.
15	Sales Data Collection	Complete Sales data can be collected in Micro-SD card and can be viewed in MS Excel on computer

### **B. Technical Specifications for Sanitary Napkin Incinerator**

S. No	Details	Specifications
1	Type	Wall Mounted Auto Cut-Off Electrically Safe Ceramic Insulated
2	Capacity per cycle	10 to 20 PADS per Cycle
3	Capacity per day	Min. 150 Pads per Day
4	Cycle Time	1 Hr.
5	Housing-External	CRCA STEEL OF 1.2 MM THICKNESS
6	Dimensions (WxDxH) mm	As approved by Engineer in charge
7	Weight	Min.20 Kg
8	Insulation	Thermal Ceramic Sheet with Glass wool of 4-5 mm thick
9	Wattage	Approximately 1000 Watt
10	Power Saver	Auto Cut-off Provided
11	Temperature Cut-off	Yes, with LED Display
12	Heater	Approximately Heater 1000 Watt
13	Fuel gas pipe provided	Yes 2 mtrs flexible Clamp
14	Safety MCB provided	Circuit breaker

### **C. Technical Specifications for Sanitary Napkin Pads**

<b>S.no</b>	<b>Parameters</b>	<b>Unit</b>	<b>Specification</b>
Made from Pulp, natural material with no side effects, Protects from rashes & Infections			
1	Absorbency	ml	Not <50ml @15 ml/min
2	Size		
i	Napkin length	mm	235 +/- 15 mm
ii	Napkin width (including wing)	mm	150 mm +/- 15 mm
iii	Average thickness	mm	6-10 mm
iv	Average weight	gm	5-10 gram
3	Ph value of absorbent material		6-8.5

### **3. Annual Maintenance:**

Contractor is responsible for repairing or rectifying defects that appear in the works during this period. The period commences soon after the completion certificate issued by KSCL of the works be 2 years.

The task of contractor AMC period shall include but not limited to complete maintenance of Vending Machine & Incineration etc. All complete as per direction of Engineer-In Charge.

After completion of AMC the contractor should handed over the project in the working condition as satisfaction of Engineer in charge.



Section - IV  
General Conditions  
of Contract (GCC)

### **3. General Conditions of Contract(GCC)**

#### **3.1. Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the India

#### **3.2. Project Implementation Schedule, Deliverables and Payment Terms**

##### **3.2.1. Deliverables & Payment Schedule**

The Delivery of Vending Machine & Incinerator should be 6 months only as per the schedule given below:

1. 95% of the contract Amount of against supply, Installation, testing and handing over complete.
2. 02% on successful completion of 1st year of AMC
3. 03% on successful completion of 2nd year of AMC
4. Amount to be released after successful handing over of assests in running condition completion of 2<sup>nd</sup> year from the date of commissioning
5. Running account (RA) bill to be raised monthly basis only

The amounts of guarantees and the payment schedule are presented below:

1. Performance bank guarantee (PBG) amount in indian rupees equivalent to 5% of the contract value shall be deposited in the form of bank guarantee in prescribed format to the procuring entity within 15 days from the date of issuing of letter of acceptance (LOA).
2. The Procuring entity will issue the Completion Certificate after completion of testing and trials of the systems installed in Kota city. Engineer in charge or his representative shall undertake joint site visit to ensure possession of all sites immediately after issuing Notice to Proceed (NTP). A "Handing over/Taking over of Sites Note shall be prepared after physical visiting the site detailing out any hindrances, if any
3. On issuance Completion of AMC, the procuring entity will release the PBG equivalent to the 5% amount of contract value with in 60 days.

##### **3.2.2. Payment Terms**

1. Payments shall be made. As mentioned in clause 3.2.1 above.
2. The Bidder's request(s) for payment shall be made to the procuring entity in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfillment of other obligations stipulated in the contract.
3. Payments shall be made promptly by the procuring entity within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and Verification by the procuring entity's Official of the conformity of the Goods/Products/Services supplied as per the agreed specifications.
4. Payment shall be made in Indian Rupees by RTGS / NEFT direct to the bank account of the contractor.
5. All remittance charges shall be borne by the Successful Bidder.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this tender document, shall be deducted from the due payments of the respective milestones.
8. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations

### **3.3. Confidential Information**

procuring entity and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The Successful Bidder shall not use the documents, data, and other information received from procuring entity for any purpose other than the services required for the performance of the Contract.

### **3.4. Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has there by been affected in the performance of any of its obligations under the Contract.

### **3.5. Force Majeure**

- a) The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of procuring entity in its so veering capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by procuring entity in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.6. Settlement of Disputes**

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

### **3.7. Extensions of Time**

1. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify procuring entity in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, procuring entity shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
2. Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in procuring entity, unless an extension of time is agreed mutually.

### **3.8. Termination**

1. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as procuring entity may have subsequently approved in writing.
2. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
3. If, in the judgment of procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
4. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
5. If the Successful Bidder submits to the procuring entity a false statement which has a material effect on the rights, obligations or interests of procuring entity.
6. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to procuring entity.
7. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, procuring entity may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. procuring entity may decide to give one chance to the Successful Bidder to improve the quality of the services.
8. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
9. If procuring entity, in its sole discretion and for any reasons what so ever, decides to terminate this Contract.
10. In the event procuring entity terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, procuring entity may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to procuring entity for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

### **3.9. Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 3.8, the procuring entity shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the procuring entity may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the procuring entity. Applicable under such circumstances, upon termination, the procuring entity may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to procuring entity within 30 days of termination date.

### **3.10. Assignment**

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, procuring entity, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

### **3.11. Other Conditions**

- a) The Successful Bidder should comply with all applicable laws and rules of GoI/GoR/ULB.

- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with procuring entity or its allied Offices.
- c) CEO, KSCL reserves the right to withdraw / relax any of the terms and condition mentioned in the tender document, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

### **3.12. Risk Purchase**

- a) In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CEO, KSCL reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

### **3.13**

### **3.14 Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the KSCL and the bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **3.15 Eligible Goods and Related Services**

For purposes of this Clause, the term goods include commodities, raw material, machinery, equipment, and industrial plants; and related services, such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

### **3.16 Notices**

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term in writing means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

**Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

- 3.17 Bidder's/ Selected Bidder's Responsibilities:** The Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and / or contract.

### **3.18 KSCL's Responsibilities**

Whenever the supply of goods and related services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the KSCL shall, if so required by the Bidder, make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner.

### **3.19 Contract Price**

The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract. Prices charged by the Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

### **3.20 Terms of Payment**

The Bidder's request for shall be made to the KSCL in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted and upon fulfilment of all the obligations stipulated in the Contract.

### **3.21 Copyright**

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the KSCL by the Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the KSCL directly or through the Bidder by any third party, including Bidders of materials, the copyright in such materials shall remain vested in such third party.

### **3.22 Insurance**

The Goods supplied under the Contract shall be fully insured, against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the Bidder and KSCL will not be required to pay such charges if incurred.

The goods will be delivered installed and commissioned FOR destination in perfect condition.

### **3.23 Transportation**

The bidder shall be responsible for the proper packing to avoid damage under normal conditions of any mode of transportation and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be admissible.

### **3.38 Inspection**

The supplier shall intimate at least 15 days in advance about the readiness of material to commensurate with the delivery schedule for getting material inspected. The procuring entity at its discretion may waive the inspection or depute inspecting officer to test/examine and inspect the material at the supplier's works of the ware house.

Such inspection and acceptance for dispatch shall not however relieve the supplier from entire responsibility for supplying the material conforming to the requirements of the order nor shall it prejudice to any claim because of defective or unsatisfactory materials.

### **3.39 Rejection**

- a) Articles / Goods not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.



- b) The rejected articles / goods shall be removed by the Bidder/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

**3.40 Liquidated Damages/Penalty for delay:**

In case of extension in the delivery and/or installation/completion/commissioning period is granted with penalty / liquidated damages, the recovery for the un-finished work on pro-rata basis, shall be made on the basis of percentages of value of goods and/or service which the bidder has failed to supply or complete as in the Bid Document:

- a. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- b. The maximum amount of liquidated damages shall be 10% for the unfinished work.
- c. The percentage refers to the payment due for the associated unfinished work.
- d. The LD shall be levied if delay is attributable to the Bidder only.
- e. In case of any failure by the Tenderer to complete supply and the installation within the period specified security deposit will stand forfeited automatically.
- f. The Procuring Entity, or any one duly authorized by him shall have power to reject any such goods or materials which is not in order as per the specification and sample approved. Bidder should bear the cost of replacement.
- g. Expenses attending the replacement inspection shall be recoverable by the KSCL, from the qualified bidder. In event of belated delivery and installation of machines, a penalty of Rs.100/- for a delay of per day per machine/incerator from the date of final strike order subject to force majeure conditions will be levied and will be deducted from the payment. Besides, such performance may entail black listing of the company.

The KSCL reserves the right to cancel the contract at any time by giving one-week notice if it feels that the Firm has not met the prescribed criteria or has violated any terms and conditions of this tender.

**3.41 Limitation of Liability:** Except in cases of gross negligence or willful misconduct: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to the KSCL.
- b) The aggregate liability of the Bidder/selected bidder to the KSCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the bidder to indemnify the KSCL with respect to patent infringement.

**3.42 Change in Laws & Regulations:** Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and / or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if

the same has already been accounted for in the price adjustment provisions where applicable.

### **3.44 Termination**

#### **a) Termination for Convenience**

Kota Smart City Limited, by a written notice of at least 30 days sent to the bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the KSCL's convenience, the extent to which performance of the bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Depending on merits of the case the bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Bidder's/ selected bidder's receipt of the Notice of termination shall be accepted by the KSCL at the Contract terms and prices. For the remaining Goods, the KSCL may elect:

- i. To have any portion completed and delivered at the Contract terms and prices; and/or
- ii. To cancel the remainder and pay to the bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the bidder.

### **3.45 Settlement of Disputes by Dispute Resolution Board.**

The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Annexure E.

### **3.46 Jurisdiction**

All legal disputes, which may arise, shall be within the jurisdiction of Kota

## Section – V

# CONTRACT FORMS

**Letter of Acceptance**

***[on letterhead paper of the Procuring Entity]***

No. ....

***Dated*** .....

To: ..... ***[name and address of the Contractor]*** .....

Subject: ..... ***[Notification of Award for the Works]*** .....

This is to notify you that your Bid dated . . . . ***[date]*** . . . . for execution of the . . . . . ***[name of the contract and identification number, as given in the Contract Data]*** . . . . . for the Accepted Contract Amount of the equivalent of . . . . . ***[ amount in numbers and words and name of currency]*** . . . . . , as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by ***[designation of the Procuring Entity]*** ..... The date of commencement and completion of the Works shall be:.....

You are requested to furnish the Performance Security/ Performance Security Declaration within ..... Days in the form given in the Contract Forms for the same for an amount equivalent to Rupees ..... within ..... days of notification of the award valid up to 60 days after the date of expiry of AMC, if applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature: .....

Name and Title of Signatory: Chief Executive Officer, KSCL, Kota.

Designation: .....

**Contract Agreement**

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between the [**Kota Smart City Limited**] . . . . . (hereinafter “the Procuring Entity”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and . . . . . [**name of the Contractor**] . . . . . (hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the Procuring Entity desires that the Works known as . . . . . [name of the Contract] . . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of -----(For Kota Smart City Limited)

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance;
  - b) the Bid of the Contractor as accepted along with the correspondence done on it, if any;
  - c) the Special Conditions of Contract/ Contract Data;
  - d) the General Conditions of Contract;
  - e) the Specifications;
  - f) the Drawings; and
  - g) the Instructions to Bidders and Notice Inviting Bids.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein and maintain the Works for a period of - years in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein And maintain the Works for a period of One years, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by .....

Signed by.....

for and on behalf of KSCL  
(Chief Executive Officer)

for and on behalf the Contractor

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature,Address,

### 3. Performance Security

#### Performance Security

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

**Beneficiary:** **[Name and Address of Procuring Entity (Chief Executive Officer, Kota Smart City Limited, Kota)**

**Date:** ..... **Performance Guarantee No.:**

..... We have been informed that . . . **[name of the Contractor]** . . . (hereinafter called "the Contractor") has entered into Contract No. . . . **[reference number of the Contract]** . . . dated . . . . . with you, for the execution of . . . . . **[name of contract and brief description of Works]** . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we . . . **[name of the Bank]** . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees\* . . . **[amount in figures]** . . . . . (Rupees..... **[amount in words]** . . .) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the . . . Day of . . ., . . . . . \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....

**Seal of Bank and Authorised Signature(s)**

**\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**

**\*\* Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.**

**Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.**

**1. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.**



#### 4. Performance Security Declaration

##### Form of Performance Security Declaration

Date: \_\_\_\_\_ ***[insert date (as day, month and year)]***

Contract Name and No.: \_\_\_\_\_ ***[insert name and number of Contract]***

To: \_\_\_\_\_ ***[insert Designation and complete address of Procuring Entity]***

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for \_\_\_\_\_ ***[insert name of subject matter of procurement]***.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of 18 months ***[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare Bidder in eligible to be awarded a Contract if the performance Security Declaration is to be executed]*** starting on the date that we receive a notification from you, the ***CEO,KSCL [Designation of the Procuring Entity]*** that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: \_\_\_\_\_

***[insert signature of person whose name and capacity are shown]***

In the capacity of: \_\_\_\_\_

***[insert legal capacity of person signing the Performance Security Declaration]***

Name: \_\_\_\_\_

***[insert complete name of person signing the Declaration]***

Duly authorized to sign the Contract for and on behalf of: \_\_\_\_\_

***[insert complete name and address of the Bidder]***

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ***[insert date of signing]***

Corporate Seal \_\_\_\_\_

## **Annexure A: Compliance with the Code of integrity and No Conflict of interest**

Any person participating in a procurement process shall –

- a. Not offer any bribe reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or otherwise influence the procurement process;
- b. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d. Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any; and
- h. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity at state, National and International Level.

Conflict of interest:

The Bidder participating in a bidding process must not have a conflict of interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with palpable laws and regulations.

i A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid; or
- g. The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Tenderer with seal

**Annexure B: Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ----- for procurement of -----  
----- in response to their Notice inviting Bids No. ----- Dated -----

-----I/we hereby declare under section 7 of Rajasthan Transparency in public  
procuring Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the state Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receiver shop, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

Date: signature of bidder

Place: Name

Designation:

Address:

Signature of Tenderer with seal

### **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of First Appellate Authority is -----

The designation and address of Second Appellate Authority is -----

#### **Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission

of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be. Clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity Evaluates the Technical Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

The officer whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be may file a second appeal to second Appellate authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (3) or of the date of receipt of the order passed by the First Appellate Authority as the case may be.

#### **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the procuring Entity relating to the following matters, namely: -

Determination of need of procurement;

Provisions limiting participation of Bidders in the Bid process;

The decision of whether or not to enter into negotiations;

Cancellation of a procurement process;

Applicability of the provisions of confidentiality.

#### **Form of Appeal**

An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Signature of Tenderer with seal

Every appeal may be presented to first Appellate Authority or second Appellate Authority, as the case may be, in person or through registered post or

Authorised representative.

Fee for filing appeal

Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non –refundable.

The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled Bank in India payable in the name of appellate Authority concerned.

Procedure for disposal of appeal

The First Appellate Authority or second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

On the date fixed for hearing, the First Appellate Authority or second Appellate

Authority, as the case may be, shall –

Hear all the parties to appeal present before him; and

Peruse or inspect documents, relevant records or copies thereof relating to the matter.

After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of Tenderer with seal

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No. ----- of -----

Before the ----- (First/second Appellate Authority)

1. Particulars of appellant:

I. Name of the appellant:

II. Official address, if any:

III. Residential address:

2. Name and address of the respondent (s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

By a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of----- appeal-----  
-----  
-----  
-----

(supported by an affidavit)

7.

Prayer:

-----

Place -----

Date -----

Appellant's signature

Signature of Tenderer with seal

## **Annexure D: Additional Conditions of contract**

### **1. Correction of arithmetical errors**

Provided that a financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which

case the total price as quoted shall governs and the unit price shall be corrected

II. If there is an error in a total corresponding to the addition or subtraction of

Subtotals the subtotals shall prevail and the total shall be corrected:

III. If there is a discrepancy between words and figures, the amount in words shall

prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to vary Quantities**

I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices. Or other terms and conditions of the Bid and the conditions of contract.

II. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50 % of the value of Goods of the original contract and shall be. Within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

Signature of Tenderer with seal

## **Annexure E: Dispute Resolution during Execution of the Contract**

### **1.1 Dispute**

Disputes are germane to any contract. A 'dispute' implies an assertion of a right or a claim by one party and repudiation thereof by the other party, either expressed or implied, and may be by words or by conduct. A mere 'difference' is not necessarily a dispute; when the parties fail to resolve it, the difference culminates in dispute.

### **1.2 Dispute Resolution in a Construction Contract**

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication through Dispute Resolution Board (DRB), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

#### **2.1 Dispute Resolution Board (DRB)**

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will also be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainer ship fee, daily fee for travel & site visits, out-of-pocket expenses; manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; termination/ phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.
- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation (Chairman, etc.) (concerned in other cases.
- (d) The Members to be appointed shall be out of a panel maintained by the Department/ Organisation concerned and should be experienced in the type of construction involved and/ or finance and accounts and/ or contractual documents. They should be persons of repute and integrity.
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should be settled amicably. If the dispute remains unsettled, it shall be referred to the DRB.
- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been



abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days )or as otherwise approved(, within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.
- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

### **3.0 Arbitration**

- (a) Any dispute in respect of which the recommendations )if any( of DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996, or any statutory amendment thereof
- (b) The Arbitral Tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation )Chairman, etc.( concerned in other cases.
- (c) The Tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer-in-Charge, and any decision of the DRB, relevant to the dispute
- (d) Neither party shall be limited in the proceedings before the Tribunal to the evidence or arguments previously put before the DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
- (e) Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer-in-Charge and the DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works

### **4.0 Language**

All proceedings before DRB/ arbitral tribunal shall be in the Language of the Contract/ English.

### **5.0 Terms and conditions for engagement of DRB Member and Chairman**

The terms and conditions including the remuneration and other facilities to be given to the Members of DRB and Arbitrators in case of civil engineering construction contracts/ consultancies shall be as notified by the State Government from time to time. Each Party to the Contract )the Contractor/Consultant( shall be responsible for paying one-half of the remuneration. Since the fee structure has to be agreed by both the parties i.e. Procuring Entity and Contractor/ Consultant, the fee structure may also be got accepted by the respective Contractor/ Consultants. In the contracts, the fee structure maybe included as part of the bidding documents/ contract documents and the acceptance of the fee structure by the Contractors/ Consultants may be kept as a pre-condition for signing the Contract.