

INDORE SMART CITY DEVELOPMENT LIMITED



BIDDING DOCUMENT

For the

“Improvement of Water Supply and Sewerage Systems in ABD Area of Indore Smart City and Operation & Maintenance for the Period of 10 Years”

Section 1 to 9

Vol-1 (Part I) – Technical Bid

Nov 2017

Indore Smart City Development Limited, Indore

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Table of Contents - Summary Description

Vol-1 (PART I) BIDDING PROCEDURES

Section 1 -Instructions to Bidders (ITB)-----

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Section 2 -Bid Data Sheet (BDS) -----

This section consists of provisions that are specific to each stage of procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

Section 3 Evaluation and Qualification Criteria (EQC) -----

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section 4 Bidding Forms (BDF) -----

This Section contains the forms which are to be completed by the Bidder and submitted as part of their Bid.

Section 5 -Eligible Countries (ELC) -----

This section contains the list of eligible countries.

Vol-1 (PART I) REQUIREMENTS

Section 6 -Employer's Requirements (ERQ) -----

This Section contains the Specifications, the Drawings, and supplementary information that describe the Scope of Services, the Personnel Requirements, and the Equipment Requirements.

Vol-2 (PART I) Section 6 -Detailed Technical Specifications -----

This Section contains the Detailed Technical Specifications of respective Items, and supplementary information that describe the Scope of Services, the Personnel Requirements, and the Equipment Requirements.

Vol-1 (PART I) CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7 -General Conditions of Contract (GCC) -----

This Section contains the general clauses that govern the Contract. These General Conditions shall be the Conditions of Contract for design, Built and Operate Contracts prepared by the FédérationInternationale des Ingénieurs-Conseil (FIDIC 2008). These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).

Section 8 -Particular Conditions of Contract (PCC) -----

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Section 9 -Contract Forms (COF)-----

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

Part II Price Bid-----

This Section contains the Price Bid which includes Price Bid form, Preamble to Bill of Quantities and Bill of Quantities.

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Section 1 - Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of the Competitive Bidding (Tender) are provided in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
- 2. Source of Funds**
 - 2.1 The Employer indicated in the BDS has applied for or received Grant (hereinafter called "grants") under the SMART CITY MISSION (hereinafter called "SCM") or simply ("Funds") toward the cost of the project named in the BDS.
- 3. Fraud and Corruption**
 - 3.1 In pursuance of anticorruption policy, Employer:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.
 - (vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an EMPLOYER investigation; (b) making false statements to investigators in order to materially impede an Employer investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding Employer's contractual rights of audit or access to information.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent,

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

- (c) will have the right to require that a provision be included in bidding documents and in contracts funded by Employer, requiring Bidders, suppliers and contractors to permit Employer or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by Employer.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 1.15 and 15.6 of the Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- (a) all partners shall be jointly and severally liable, and
- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) A Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a Subcontractor in more than one bid; or
- (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer

for the contract.

- 4.4
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and that they (iii) are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
- B. Contents of Bidding Document**
- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts I in Volume 1 & Volume 2, and II, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART I Bidding Procedures (Vol-1)**
Section 1 - Instructions to Bidders (ITB)
Section 2 - Bid Data Sheet (BDS)
Section 3 - Evaluation and Qualification Criteria (EQC)
Section 4 - Bidding Forms (BDF)
Section 5 - Eligible Countries (ELC)
- PART I Requirements**
Section 6 - Employer's Requirements (ERQ) (Vol-1)
Section 6 – Detailed Technical Specifications (Vol-2)
- PART I Conditions of Contract and Contract Forms (Vol-1)**
Section 7 - General Conditions of Contract (GCC)
Section 8 - Particular Conditions of Contract (PCC)
Section 9 - Contract Forms (COF)
- PART II Price Bid**
- 6.2
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document,**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's

Site Visit, Pre-Bid Meeting

address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be published on **website** only and shall not be communicated individually/ separately in writing to whomsoever who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.
- The Bid shall comprise three envelopes submitted simultaneously, first envelope (**Envelope A**) shall consist of EMD in FDR form and Payment of the cost of Bid Document; Second Envelope (**Envelope B**) called the Technical Bid containing the documents listed in ITB 11.2 and the Third the Price Bid (**Envelope C**) containing the documents listed in ITB 11.3, All Three envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid (**Envelope B - Online**) shall containing the following scanned copy of the documents:
- (a) Letter of Technical Bid;
 - (b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (c) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
 - (d) Technical Proposal in accordance with ITB 16;
 - (e) Any other document required in the BDS.
- 11.3 The Price Bid (**Envelope C - Online**) shall contain the following scanned copy of the documents:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules i.e. financial offer, in accordance with ITB 12 and 14;
 - (c) Any other document required in the BDS.
- Note: Price bid comprising scanned copies of letter of price bid and completed price schedule and others as applicable shall be submitted online only at the web site www.mpeproc.gov.in and shall be digitally signed. <http://www.mpeproc.gov.in> is a website established by MP Government for e-tendering purposes.
- 11.4 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

- 12. Letters of Bid, and Schedules** 12.1 The Letters of Technical Bid and Price Bid, and the Schedules shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The bidder shall have to quote rates in format referred in Bid Data sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work.
- 14.2 Percentage shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct. The bidder shall have to quote rates inclusive of all duties, taxes (including GST), royalties and other levies; and the Employer shall not be liable for the same.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- The Bidders are informed that with effect from 1st July 2017, GST is applicable on all contracts as per GOI notification.
- 15. Currencies of Bid and Payment** 15.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.
- 16. Documents Comprising the Technical Proposal** 16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and

the completion time.

**17. Documents
Establishing the
Qualifications of the
Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35.

**18. Period of Validity of
Bids**

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security/EMD

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.

19.2

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) The EMD shall be in the form of Demand Draft/ Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in Bid Data Sheet.

19.4 Any Bid not accompanied by a substantially compliant bid security or bid securing declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a performance security in accordance with ITB 42;

19.8 The Bid Security or Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Technical Bid and the Price Bid comprising the Bid as described in ITB 11.

20.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The bidder is required to submit online bid duly signed digitally, and Envelope "A" in physical form also at the place prescribed in the Bid Data Sheet.

21.2 The inner and outer envelopes shall:

Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as nonresponsive, and Envelope "B" and/or "C" of such bid shall not be opened.

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with BDS 22.1; and

(c) bear the specific identification of this bidding process indicated in the BDS 1.1.;

21.3 Wherever Envelope 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified, in accordance with ITB Sub-Clause 25.1. The bidder shall have freedom to witness opening of the Envelope 'B'. Envelope 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelope 'B') shall not be opened.

21.4 Envelope 'C' (Financial Bid) of the qualified bidders shall be opened online at the time & date notified. The bidder shall have freedom to witness opening of the Envelope 'C', in accordance with ITB Sub-Clause 25.7. After opening Envelope 'C' all responsive bids shall be compared to determine the lowest evaluated bid.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. Employer reserves the right to verify original copies of scanned documents uploaded by bidders.

Employer may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online

using the e-Procurement or in manual form.

21.6 Procedure for participation in e-Tendering

1. Registration of Bidders on e-Tendering System

All the PWD registered bidders already registered on the new e-procurement portal <https://www.mpeproc.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal as communicated to the bidders registered email ID. For more details, may contact M/s Tata consultancy Services Corporate Block, 5th floor, DB city Bhopal-462011, email id: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

2. Digital Certificate:

The bids submitted online should be signed electronically with a class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain class III Certificate issued by an approved certifying Authority authorized by the controller of certifying Authorities, government of India. A class III digital Certificate is issued upon receipt of the required proofs along with an application. Only upon the receipt of the required documents, a digital certificate can be issued. For details please visit cca.gov.in.

Note:

- i. It may take up to 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the APPLICATION FORM REQUIRED TO BE SUBMITTED FOR THE ISSUANCE OF DIGITAL CERTIFICATE FROM cca.gov.in.
- ii. Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission. The digital certificate issued to the authorized user of a partnership firm/Private limited company/ Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.

In case of Private Limited company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

3. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering System, the Computer system of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are

4. Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Department.

5. Preparation and Submission of Bids

The bidders have to prepare their online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representatives.

6. Purchase of Bid Document

For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card. Net banking or NeFT Challan through the payment gateway provided on the portal.

7. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid submission end date.

Note:

- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in
- ISCDL shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- ISCDL reserves the right for extension of due date of opening of technical bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21

(except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer no later than the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1/21.6, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security or Bid Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 23.1.

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or bid securing declaration, if one was required. The Bidders'

representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 Envelope 'C' (Financial Bid) of the qualified bidders shall be opened online at the time & date notified. The bidder shall have freedom to witness opening of the Envelope 'C'.

Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Bill of Quantities are to be initialed by the bidder before uploading a scanned copy of the same on the website.

- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be

- rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security or Bid Securing Declaration, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.
- 30. Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation or reservation.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the

- request may result in the rejection of its Bid.
- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Correction of Arithmetical Errors**
- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) 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 the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) 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;
 - (c) if there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and
 - (d) 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 (a), (b) and (c) above.
- 33.2 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 may be forfeited or its bid securing declaration executed.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Indian Rupee shall be used.
- 35. Margin of Preference**
- 35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 36. Evaluation of Price Bids**
- 36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 36.2 To evaluate the Price Bid, the Employer shall consider the following:
- (a) the bid price is priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;

- (d) converting the amount to Indian currency in accordance with ITB 34;
 - (e) adjustment for nonconformities in accordance with ITB 31.3;
 - (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);
- 36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses 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 analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased (called as Additional Performance Security) at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 37. Comparison of Bids** 37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 39. Award Criteria** 39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted by issuing a 'Letter of Acceptance' (LOA).
- 40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will not publish the results of the bidding process in any of the newspapers. However, since the process adopted by the employer is online through website (www.mpeproc.gov.in), the results identifying the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as at bid opening; and (iii) name of the winning Bidder, and the price it offered. Unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall respond in writing to any unsuccessful Bidder who, after contract award, requests a debriefing.
- 40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 41. Signing of Contract**
- 41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
 - 41.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
 - 41.3 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
- 42. Performance Security**
- 42.1 Within thirty (30) days of the receipt of LOA from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.
 - 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration.

Section 2

Bid Data Sheet

Section 2 - Bid Data Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1, Instructions to Bidders.

A. General

ITB 1.1	The number of the invitation for Bids is: 53/ ISCDL/ 17-18 dated 01/11/2017
ITB 1.1	The Employer is: Indore Smart City Development Limited
ITB 1.1	The name of the Bid is: "Improvement of Water Supply and Sewerage Systems in ABD Area of Indore Smart City and Operation & Maintenance for the Period of 10 Years"
ITB 2.1	Sources of Fund - Smart City Mission
ITB 4.1	<ul style="list-style-type: none"> (i) JV is allowed (Maximum Three including lead member) (ii) Shareholding in JV shall be as follows <ul style="list-style-type: none"> (i) The Lead Partner must meet at least 50% requirement of technical and financial eligibility criteria required for the bid. (ii) The other partner(s) must meet at least 25% requirement of technical and financial eligibility criteria required for the bid. (iii) The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.

B. Contents of Bidding Documents

ITB 6.1	<p>Add following at end of para 6.1:</p> <p>The Bidding Document is in Two Parts. Part-I is for Technical bid. Part -I is divided in 2 Volumes. Volume 1 includes Section 1 to 6 and Section 7, 8 & 9. Volume 2 includes Section 6.23: Detailed Technical Specifications.</p> <p>Part-II is for Price Bid which includes Price Bid form, Preamble to Bill of Quantities and Bill of Quantities.</p>
ITB 6.3	The Bidding Document, its addenda, prebid clarification and other documents and information arising out of or related to the requirements of the Bidding Document will be posted on M.P. Government tendering website (http://www.mpeproc.gov.in). Information shall be displayed online only.
ITB 7.1	<p>For clarification purpose only, the Employer's address is:</p> <p>The Chief Executive Officer, Indore Smart City Development Limited, Nehru Park Campus, Indore – 452003 E-mail: smartcityindore16@gmail.com; Website: www.smartcityindore.org</p>

ITB 7.4	<p>A pre-bid meeting shall take place at the following date, time, and location:</p> <p>Date: 14 November 2017</p> <p>Time: 15:00 hrs</p> <p>Place: O/o The Chief Executive Officer, Indore Smart City Development Limited, Nehru Park Campus, Indore – 452003</p> <p>E-mail: smartcityindore16@gmail.com; Website: www.smartcityindore.org</p> <p><i>Bidders are advised to either attend the pre-bid meeting, or send their queries by e-mail to smartcityindore16@gmail.com.</i></p> <p>There will be no online pre-bid meeting.</p>
ITB 8.2	<p>Add the following at end of ITB 8.2:</p> <p>Clarification to Bidder's queries and amendment will be notified either through e-mail or posting on web sites www.mpeproc.gov.in in e-bidding process, it is not possible to have correspondence in writing with all the bidders who may have downloaded the bid documents; Bidders are informed to check the portal (www.mpeproc.gov.in) at regular intervals for any amendments to the Bid document. Employer will not be responsible, if bidder did not download any addendum from the website.</p>

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative time for completion shall not be permitted.
ITB 13.4	Alternative technical solutions for the parts of the Works: Not Permitted
ITB 15.1	The unit rate and the prices shall be quoted by the bidder in Indian Rupees (INR) only.
ITB 18.1	The bid validity period shall be 180 (One Hundred Eighty) days .
ITB 19.1	<p>A Bid Security/ EMD shall be submitted in form of DD/ FDR only. Bid securing declaration shall not be accepted.</p> <p>Amount and currency of bid security shall be: INR 50.0 Lakh as a part of the bid in its original form.</p> <p>Bid security shall be accepted in form of DD/ FDR of Scheduled Commercial Bank issued in favour of "Executive Director, Indore Smart City Development Limited, Indore"</p>
ITB 19.3	The bid security shall be, paid in form of DD/ FDR as mentioned in ITB 19.1. It shall be submitted online as scan copy as well as in hard copy in Envelope-A.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of attorney

D. Submission and Opening of Bids

ITB 21.1/ 21.6	<p>If Bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be:</p> <p>"E-Tendering" means submission of a digitally signed bid (by a valid digital certificate which has been issued by a licensed Certifying Agency, as approved by Controller of Certifying Agency) which is stored in Time Stamped electronic sealed</p>
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	tender box except asked otherwise.
ITB 22.1	<p>Replace ITB 22.1 with the following: Bids shall be submitted electronically on website http://www.mpeproc.gov.in as per key dates.</p> <p>Bid opening date specified in the e-Procurement site shall be taken as the final date. Employer reserves the right to open bids on or after the announced bid opening date and time specified in the website.</p> <p>Bid submission and bid opening timelines will be defined as per the e-tendering server clock only.</p>
ITB 25.1	<p>Delete ITB 25.1, 25.2, 25.3, 25.4 and 25.5 and replace with the following: -</p> <ol style="list-style-type: none"> 1. Bids are opened online as well as in hard copies in the presence of authorized representative whosoever intend to be present. Envelope-A shall be opened first and on fulfilments of the requirements as per Envelope-A the Envelope-B shall be opened of the tenders. 2. The technical bids recorded and opened at the time of opening shall be considered for evaluation. 3. The Price Bids (Envelope C) submitted online will remain unopened in the www.mpeproc.gov.in website and will remain encrypted, until the specified time of its opening. 4. Bid opening date, to be intimated to the Technically Qualified Bidders, shall be taken as the final date. Employer reserves the right to open bids on or after the announced bid opening date and time specified in the website: http://www.mpeproc.gov.in

E. Evaluation and Comparison of Bids

ITB 27.1	<p>Add the following at the end of ITB 27.1: - Communication during bid evaluation for the purpose of clarification will be done electronically (online) if required or through the email.</p>
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Section 3 - Evaluation and Qualification Criteria

Section 3 - Evaluation and Qualification Criteria - Without Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 and ITB 36, no other methods, criteria and factors shall be used. Employer requires bidders to be qualified by meeting predefined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the bidder, results in disqualification. It will therefore be necessary to ensure that a bidder's risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the bidder during bid preparation. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements (other than mandatory experts manpower requirements) described in Section 6 (Employer's Requirements) shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award. However, noncompliance with mandatory experts Manpower described in Section6 result in to bid rejection.

1.2 Multiple Contracts

Not Applicable

1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

NOT PERMITTED.

1.4 Operating and Maintenance Costs:

Shall be as per quoted value in price bid

1.5 Technical Alternatives

Technical alternatives , if permitted under ITB 13.4, will be evaluated as follows:

NOT PERMITTED.

1.6 Quantifiable Nonconformities, Errors and Omissions

The evaluated cost of quantifiable nonconformities, errors and/or omissions are determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

1.7 Domestic Preference

If a margin of preference shall apply under ITB 35.1, the procedure will be as follows:

Not applicable

2. Qualification

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria Requirement	Compliance Requirements				Documents Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Nationality in accordance with ITB Sub-clause 4.2.	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet; Forms ELI - 1 and ELI - 2
No conflicts of interest in accordance with ITB Sub-clause 4.3	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet
Not having been declared ineligible, as described in ITB Sub-clause 4.4	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet
Bidder required to meet conditions of ITB Sub-clause 4.5	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet; Forms ELI - 1 and ELI - 2
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Sub-clause 4.7	must meet requirement	must meet requirement	must meet requirement	Not Applicable	Bid Submission Sheet

2.2 Pending Litigation:

Pending Litigation Criterion shall apply as per table given below in 2.2.1:

2.2.1 Pending Litigation and Arbitration

Criteria Requirement	Compliance Requirements				Documents Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	Not Applicable	must meet requirement by itself or as partner to past or existing Joint Venture	Not Applicable	Form LIT – 1

2.3 Financial Requirements

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 years (FY 2014-15 to 2016-17 or as per International practice) to demonstrate the current soundness of the Bidder's financial position.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
Bidder's net worth for the last five years as per audit balance sheet calculated as the difference between total assets and total liabilities should be positive.					
Bidding capacity – as per (A*N*2) – B					

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of not less than INR 90 Cr. calculated as total payments received by the Bidder for contracts completed or under execution over the last 5 years.	must meet requirement	must meet requirement	must meet as per share in JV	must meet 51 percent of the requirement	Form FIN – 2

2.3.3 Financial Resources Requirement

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Using Forms FIN – 3 and FIN – 4 in Section 4 (Bidding Forms), the Bidder must demonstrate access to, or availability of, liquid assets, ¹ lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder's financial resources requirement indicated in Form FIN-4.	must meet requirement	must meet requirement	must meet as per share in JV	must meet 51 percent of the requirement	Form FIN – 3 & FIN – 4

¹ *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.*

2.4 Construction Experience

Bidder or Bidder's Parent Companies, Subsidiaries, Special Purpose Vehicle (SPV) or Affiliates, must satisfy the qualification criteria described below:

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>The bidder should have executed either of the following in within the last 5 years in water supply network/ Sewerage</p> <p>i. One contract where the value of the completed or substantially completed* work exceeds 50 Cr.; or</p> <p>ii. Two contracts where the value of the each completed or substantially completed work exceeds 30 Cr; or</p> <p>iii. Three contracts sector where the value of the each completed or substantially completed work exceeds 20 Cr.</p>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

*substantially completed means (i) the contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor or (ii) contractor has completed and commissioned the works at least for the amount required for qualification, out of large size contract.

Note: 1. Experience of the bidder earned by him as the JV partner or subsidiary or SPV will be considered only if bidder was holding majority (51% or more) share in JV or in subsidiary or in SPV.

2.4.2 Construction Experience in Key Activities

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements	Must meet 1 key Activities	not applicable	Form EXP - 2
i. Experience in Construction, commissioning single or multiple DMAs and covering minimum 6000 numbers water connections.					
ii. Experience of successful conversion and/ or O&M of 24x7 water supply for min 6000 connections.					
iii. Experience in Instrumentation and SCADA installation & operation in water sector including flow, pressure, water quality etc.					
iv. Experience in supply, installation and commissioning of underground urban sewerage system in a min length of 20 Kms under single contract having at least 5 kms of sewer of size 300 mm dia and above.					
v. Experience in construction, commissioning of 1 (one) STP of at least 4 MLD capacity					

Note: 1. Experience of the bidder earned by him as the JV partner will be considered to the limit of its share in the completed works shown in that JV or consortium agreement.

Section4 – Bidding Forms

Section 4 - Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

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Letter of Technical Bid

Date:
NIT No.: 53/ ISCDL/ 17-18

To:
The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
E-mail: smartcityindore16@gmail.com;
Website: www.smartcityindore.org

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2. *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier]*;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (f) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 4.3(e).
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by Employer, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5; *
- (i) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Employer.
- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (k) In case we are determined as substantially responsive and lowest evaluated bidder, we undertake to form a company under Companies Act 2013 within 30 days time of receipt of letter of acceptance (applicable for JV bidder only)

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

* *Use one of the two options as appropriate.*

Letter of Price Bid

Date:
NIT No.: 53/ ISCDL/ 17-18

To
The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
E-mail: smartcityindore16@gmail.com;
Website: www.smartcityindore.org

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works:
- (c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (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; and
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Employer.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

.....

* *If none has been paid or is to be paid, indicate "none".*

Bid Security

Bank Guarantee

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

Beneficiary: *Name and Address of Employer*

Date:

Bid Security No.:.....

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid;
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB or (iii) fails or refuses to furnish a domestic preference security, if required.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (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) 28 days after the expiration of the Bidder's bid.

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

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

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

¹*Or 758 as applicable.*

Technical Proposal

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Personnel

Form PER – 1: Proposed Personal

Bidder shall provide the details of the proposed personnel and their experience records in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
etc.	Title of position*
	Name

*As listed in Section 6 (Employer's Requirements).

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From	To	Company / Project / Position / Relevant technical and management experience

Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Site Organization

1. The Bidder shall supply a table of personnel and a chart showing the proposed organization to be established for (i) carrying out the construction works during all phases of works like mobilization; DMA Establishment works, preparation of Service Improvement Plan; design & construction period (Implementation period) and operation and maintenance period separately.

Method Statement

1. The project is for Selection of Contractor for **“Improvement of Water Supply and Sewerage Systems in ABD Area of Indore Smart City and Operation & Maintenance for the Period of 10 Years”**. The Employer's indicative guidelines on Methodology is given in the Employer's Requirement which may be followed.
2. The bidder is required to submit Approach and Method Statement for carrying out work of **“Improvement of Water Supply and Sewerage Systems in ABD Area of Indore Smart City and Operation & Maintenance for the Period of 10 Years”** along with the technical bid. The bidder's approach and method statement shall be in line with the overall principle of the Employer. The Service Improvement Plan (SIP) for Distribution Network Improvement (DNI) shall be compatible with these concepts. The instrumentation capable of transferring the real-time data to the SCADA system shall include the parameters of performance evaluation of the contractor during the operation, maintenance and service delivery. The bidder's methodology shall also spell out how the NRW and real losses will be measured within service area which starts from Service Reservoir and ends at the consumers in all zones / DMAs.
3. On the sewerage part, the town as on today do not have sewerage system. Contractor shall develop the SIP with overall goal to connect each and every property in service area to the system and to transport to the exiting/ being constructed STPs (under this contract) to standards mentioned in the detailed specification.
4. The activities for methodology shall also include following:
 - (i) Surveys or confirmatory surveys (as applicable) including topographic, geotechnical, underground utility surveys etc
 - (ii) Door to door consumer surveys and mapping of all properties showing water consumers
 - (iii) Review, verifications and updation of designs;
 - (iv) Preparation of SIP, including phasing of works, cost effective value Engineering and drawings
 - (v) Approval of SIP (may be in phases)
 - (vi) Implementation schedule along with methodology as per scope of works:
 - (vii) Operation and Maintenance Services:
 - (viii) Customer services;
 - (ix) Safeguard activities;

Work plan:

1. The Contractors will submit detailed work plan as part of Technical proposal covering all sections of work to achieve sectional and full work key milestones as shown in Employer's Requirement.

Mobilization Schedule

2. The Bidder shall submit mobilization and de-mobilization schedule of personnel and equipments in detail for all phases of works. The mobilization schedule should include mobilization of skilled and unskilled manpower, different machineries and equipment, materials, as required in each Phase.

Construction Schedule

3. The Bidder shall prepare and submit overall construction schedule. The construction schedule shall be designed and documented in a series of tasks and task assignments complete with projected completion target dates with the aid of computer operated management software like Microsoft project office, Primavera or latest by using Gantt charts and PERT diagrams to allow all actors to know their contribution towards fulfilling the Employer's Requirement.

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

Form ELI - 2: JV Information Sheet

Each member of a JV and Specialist Subcontractor must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Specialist Subcontractor's legal name	
JV Partner's or Specialist Subcontractor's country of constitution	
JV Partner's or Specialist Subcontractor's year of constitution	
JV Partner's or Specialist Subcontractor's legal address in country of constitution	
JV Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned enterprises, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes which cannot be provided by the main Contractor.

Form LIT -1: Pending Litigation and Arbitration

Each Bidder or member of a JV must fill in this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria).

Pending Litigation and Arbitration			
<input type="checkbox"/> No pending litigation and arbitration.			
<input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each JV member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous 3 Years [INR Equivalent]		
Year 1: 2016-17	Year 2: 2015-16	Year3: 2014-15

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Most Recent working Capital		To be obtained for most recent year and carried forward to FIN – 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN – 3.	

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Return on investment (ratio of annual profit before taxes and the net worth of previous year)			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 3 years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last 3 Years			
	Year 1: 2016-17	Year 2: 2015-16	Year3: 2014-15
Lead Bidder			
Partner 1			
Partner 2			
Partner 3			
Average Annual Turnover			

Note:

To determine the average annual construction turnover, the employer shall divide the sum of each year's annual turnover by the number of years, for which such information was requested.

Form FIN – 3: Availability of Financial Resources

Specify proposed sources of financing, such as liquid assets,¹ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form Fin-4.

Financial Resources		
No.	Source of financing	Amount (INR equivalent)
1	Working Capital (to be taken from FIN -1)	
2	Credit Line	
3	Other Financial Resources	
	Total Available Financial Resources	

¹ *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

Note:

- *The bidder shall provide supporting documents like letter from the Banks for the revolving line of credit facility etc specific to the project (**in format FIN 5**) if applicable for its declared availability of financial resources.*
- *Bidder shall provide details on available credit facility from each source of financing after utilizing to the commitments*

Form FIN- 4: Financial Resources Requirement

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each JV partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

Current Contract Commitments						
No	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ²	Remaining Contract Period in months (Y) ¹	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
A. Cumulative Financial Resources Requirement for Current Contract Commitments ³						INR.....
B. Financial Resources Requirement for Subject Contract *						INR
Financial Resources Requirement (Sum of XY)						INR.....

¹ Remaining contract period to be calculated from 28 days prior to bid submission deadline.

² Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.

³ Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

$$\frac{\text{Estimated Contract Value (Inclusive of Taxes and Duties)}}{\text{Completion Period in Months}}$$

* financial resources requirement for the subject contract shall be based on the following calculation: $3 \times \text{Estimated Contract Value (Inclusive of Taxes and Duties)} / \text{Completion Period in Months}$

Form FIN – 5: Self-Assessment Tool for Bidder’s Compliance to Financial Resources

(Criterion 2.3.3 of Section 3)

This form requires the same information submitted in Forms FIN – 3 and FIN – 4. All conditions of “Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract” must be satisfied to qualify.

Form FIN – 5A: For Single Entities

For single Entities	Total Available Financial Resources	Total Monthly Financial Requirement for current contract commitment (CCC) from FIN – 4	Available Financial Resources Net of CCC	Requirement for the subject Contract	Results: Yes or NO [D must be greater than or equal to E]
(A)	(B)	(C)	D = (B - C)	(E)	(F)
Name of Bidder				INR -----	

Form FIN – 5B: For Joint Ventures

For single Entities	Total Available Financial Resources	Total Monthly Financial Requirement for current contract commitment (CCC) from FIN – 4	Available Financial Resources Net of CCC	Requirement for the subject Contract	Results: Yes or NO [D must be greater than or equal to E]
(A)	(B)	(C)	D = (B - C)	(E)	(F)
One Partner				INR -----	
Name of Partner					
Each Partner					
Name of Partner 1					
Name of Partner 2					
All Partners Combined	Sum of Available Financial Resources Net of CCC for all Partners		∑D =		

Form FIN -5C: Sample Form for assured Revolving line of credit facility

(To be submitted by a Reputed Bank on the Bank's Letterhead)

Date: *(Insert Date)*

To:
The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
E-mail: smartcityindore16@gmail.com;
Website: www.smartcityindore.org

Subject: Letter of Assurance for Revolving line of credit facility for INR ----

Dear Sir,

WHEREAS _____ [*name and address of Bidder*] (**hereinafter called the “Bidder”**) intends to submit a bid for----- (name of contract package) -----" under the Indore Smart City Development Limited (ISCDL) (**hereinafter called the “Employer”**) in response to the Invitation for Bids issued by the ISCDL through NIT no. -----; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the ----- (name of contract package) -----In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [*name of Bank*] of _____ [*name of Country*] having our registered office at _____ [*address of registered office*] are willing to provide to _____ (the Bidder) a sum of up to _____ [*amount of guarantee in figures and words*] as an assured revolving line of credit for executing the Works under ----- (name of contract package) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of _____, 2016.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

Note: *This is a suggested format that can be used by the bidders and not a mandatory requirement to be used against the bidder during evaluation.*

Form FIN -6: Available Bidding capacity Information and declaration

(To be submitted by bidder through affidavit as explained)

The bidder should have a minimum available bidding capacity of 100 % of the ECV

The available bidding capacity shall be worked out by the following formula

$$\text{Bidding Capacity} = (A*N*2) - B$$

where,

A= Maximum value of construction works executed in any one year during the last 5 financial years

N = Number of years prescribed for completion of works for which bids has been invited).

B= Value at current price level of existing commitments and ongoing works to be completed during the next XX years (period of completion of work for which bids have been invited). Bidders will give a calculation for the same.

Bidders should also submit an affidavit on non-judicial stamp paper of Rs. 100/- in original confirming that the details of all such works have been provided either being executed in their name or being executed as joint venture within India or abroad (bidder's share). In case of any concealment of information, the bidder's bid will be rejected. Please note that the affidavit as mentioned above should be duly notarized and submitted along with the bid.

Form EXP – 1: Contracts of Similar Size and Nature

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No. of . .	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	Equivalent INR -----		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer’s Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.1 of Section 3			
Reference page No. of copy of work order completion certificate in support of above experience:			

Form EXP - 2: Construction Experience in Key Activities

Fill up one (1) form per contract

Contract of Similar Key Activities			
Contract No. of . .	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	Equivalent INR -----		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 of Section 3			
Reference page No. of copy of work order completion certificate in support of above experience:			

TECH 1: Draft format on Guaranteed Power consumption

Guaranteed Gross Power requirement for Sewage Treatment Plant (STP), Sewage Pumping Station (SPS) (excluding power consumption for yard lighting), during O&M period (after design build completion):

STP 10 MLD:

Raw Sewage Inflow (MLD)	Guaranteed Power Kwh per Day
1.00	
2.00	
4.00	
6.00	
8.00	
10.00	

Note:

- i. For intermediate raw/ treated sewage flows, guaranteed maximum power consumption will be interpolated.
- ii. We confirm that the power consumption stated in the above table is the guaranteed maximum consumption. In case of more consumption to the guaranteed power, Employer will recover the costs of excess monthly power consumed with two times the prevailing power rate.

Signature of the bidder**Seal of the Company**

TECH 2: Draft format for Undertaking on Rescind/ Terminated contracts

Undertaking

(Bidder or each partner of JV will submit separate undertaking in support of this requirement)

I/We ----- (name of bidder) (the Bidder/ JV partner of bidding entity) undertake and certify that not a single contract has been Rescind/ Terminated due to poor performance of our firm OR ----- number of contracts were Rescind/ Terminated due to poor performance of our firm out of -----number of contracts in hand of our firm during last 10 years (from 31st October, 2007 to bid submission date).

I/We -----(name of bidder) (the Bidder/ JV partner of bidding entity) further undertake and certify that Rescind/ Terminated contracts due to poor performance of our firm are not more than 5% of contracts in hand during last 10 years (31st July, 2007 to bid submission date).

Place: -----

Signed by:

Date: -----

(Name of authorized representative)

Name of bidder

Attested by:

(Notary Public)

TECH 3: Draft Format for Undertaking on Parent Company Guarantee

Name of Contract/ Contract No.; _____ Name and address of Employer: _____ (together with successors and assigns) We have been informed that _____ (Name of Contractor) (hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a **parent company** guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we _____ (name of **parent company**) Irrevocably and unconditionally guarantee to you, as a primary obligation; (i) the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning; (ii) for the entire duration of the Contract, we will make available to the Contractor, our technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (iii) that we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor, is liable to the Employer under the Contract, this guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the contract. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: _____ Signed by: _____
(signature) (signature)

(name) (name)

(position in parent company)

(position in parent company)

Date: _____

Note:

Bidder will furnish parent/ subsidiary company guarantee as applicable. Failure to furnish the Parent Company/ Subsidiary Company Guarantee(s), as appropriate, shall result in rejection of the tender.

TECH 4: Draft Format for Undertaking on Subsidiary Company Guarantee

Name of Contract/Contract No.; _____ Name and address of Employer: _____ (together with successors and assigns) We have been informed that _____ (Name of Contractor) (hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a **Subsidiary company** guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we _____ (name of **Subsidiary** company) Irrevocably and unconditionally guarantee to you, as a primary obligation; (i) the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning; (ii) for the entire duration of the Contract, we will make available to the Contractor, our technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (iii) that we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the contract. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: _____ Signed by: _____
(signature) (signature)

(name) (name)

_____ (position in subsidiary company)

_____ (position in subsidiary company)

Date: _____

Note:

Bidder will furnish parent/ subsidiary company guarantee as applicable. Failure to furnish the Parent Company/ Subsidiary Company Guarantee(s), as appropriate, shall result in rejection of the tender.

TECH 5: Undertaking of no Deviations

We, ----- (the bidder) have submitted bid for the contract package of ----- . It is certified that we have read the bid document and have no reservation in accepting the provisions of bid document, contract conditions, scope and specification of works etc. We undertake that we have no deviation to the terms and conditions of the bid document, scope of works etc. At later date, if any deviation is observed, it shall stand withdrawn.

Signed by -----

On behalf of -----

TECH 6: Undertaking for deployment of Personnel and Equipment as per Contract Requirement

We, ----- (the bidder) have submitted bid for the contract package of -----,
We undertake that we will deploy the personnel and Equipment of required experience and qualification as per bid document provisions and work requirement during execution of works, if work is awarded to us.

Signed by -----

On behalf of -----

TECH 7: Draft format for Memorandum of Agreement (MOA) between Bidder and Sub-contractor for the work of -----{(name of key activity(ies)) -----

Date: _____

NIT No.: -----

To:
The Chief Executive Officer,
Indore Smart City Development Limited,
Nehru Park Campus, Indore – 452003
 E-mail: smartcityindore16@gmail.com;
 Website: www.smartcityindore.org

We, name of the Bidder. . . . (hereinafter called "the Bidder") intends to submit bid dated
 (hereinafter called "the Bid") for the execution of name of contract under
 Invitation for NIT No. ("the NIT").

According to qualification requirement provided in the bid document, bidder should have experience in -
 -----(name of key activity) ----- which, if not available with the bidder, could be met by the
 sub-contractor. In such case a Memorandum of Agreement (MOA) with sub contractor is required to be
 submitted with the bid.

To fulfill this qualification requirement, we, -----(name of bidder) ----- and -----(name of sub-
 contractor) ----- certify as under:

- (A) I/We -----(name of sub-contractor) -----certify that:
 - (i) I /We have agreed to work as sub-contractor to the bidder M/s -----(name of bidder) -----
 for the work of -----(name of key activity) -----on the terms and conditions agreed
 between us.
 - (ii) I/We meet the above stated qualification requirement. Required document in support of the
 qualification requirement are provided to the bidder for submission with the technical bid.
 - (iii) I/We will execute the above work with full due diligence as per the Employer’s requirement
 and technical specifications provided in the bid document. I/We will be fully responsible for
 execution of the said work/key activity.
- (B) I/We -----(bidder)-----certify that I/We will get the above work executed through the
 sub-contractor M/s ----- on the terms and conditions agreed between us.

This Memorandum of Agreement will be valid up to the completion of the key activity and expiry of
 defect liability period, as applicable.

Signed by

Bidder M/s	Sub-contractor M/s
Name: _____	Name: _____
In the capacity of: _____	In the capacity of: _____
Signed _____	Signed _____
Date-----	Date-----
Duly authorized to sign for and on behalf of	Duly authorized to sign for and on behalf of

Note: - The maximum up to 25% of the total work can be sub-contracted with the approval of
 Engineer-In-Charge.

TECH 8: Draft Format for Memorandum of Understanding for JOINT VENTURE

The parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/tender document initially and then tender and if successful for the execution of the works as an integrated joint venture. The parties are not, under this agreement, entering into any permanent partnership of Joint Venture to Tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either partly or wholly the agent of the other.

I. WITNESS

Whereas Indore Smart City Development Limited has invited tenders from intending bidders and ISCDL has permitted a group of firms forming a Joint Venture to eligible to be a bidder.

And

Whereas _____ the parties of Joint Venture are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of(Name of Project).

And

Whereas the parties of the first and second part reached understanding to submit pre- qualification application/tender, if pre-qualified and to execute the contract if awarded.

This agreement witness as follows:

- (a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any contract other than the specified above.
- (b) That the operation of this Joint Venture firms, concerns and is confined to the work of (Name of Project).
- (c) The name of the Joint Venture firm for convenience and continuity shall be.....
- (d) The address of the Joint Venture for communication shall be as under-
- (e) The Joint Venture shall jointly submit qualification criteria on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
- (f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.

- 1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and propose.
- 2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarised Power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on behalf of the Joint Venture.

(i) The parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of Firm- A..... % Firm- B..... % Firm- C..... % Total 100%

(ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their share. Each of the parties shall furnish its proportionate share in any bonds, guarantees; sureties required for the works as well its proportionate share in connection with the works. The share and participation of the partners in working capital and other financial requirements shall be in ratio as mentioned above.

II. Internal responsibilities and liabilities

- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the Chief Executive Officer, Indore Smart City Development Limited, Nehru Park Campus, Indore – 452003 E-mail: smartcityindore16@gmail.com; Website: www.smartcityindore.org (hereinafter called the **Authority**) for the whole work.
- (b) The parties specifically undertake to carry out their separate and full compliance with the contract with the Authority. Each party shall be responsible jointly and severally for

- consequences if any arising out of defective or delayed execution of works which falls within the individual party's area of responsibility and/or it has been caused due to acts and or omission of the concerned party.
- (c) The parties jointly & severally agree to replace, modify or repair any defect in their respective portions of works in accordance with the terms & condition of the contract with the Authority.
 - (d) The parties jointly and severally indemnify and hold harmless to each other against any claim made by the Authority or any other third party for injury, damage loss or expenses is attributed to the breach/non-performance of his responsibilities by the indemnifying party in accordance with the agreements and/or contract with the Authority.
 - (e) None of parties have joined in any other Joint Venture for the said works.
- III. Responsibilities and liabilities of Joint Venture towards the Authority-
- (a) Parties hereto shall be jointly & severally liable & responsible for acts, deeds & things done or omitted (to be done) in respect of the execution of the contract & for any financial liabilities arising there from:
 - (b) Parties hereto shall be jointly and severally responsible to the Authority for the execution of the works in accordance with the contract conditions:
 - (c) Parties hereto shall jointly and severally indemnify to the Authority against any claim made by the Authority or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract, pursuant to the contract.
- IV. Site Management (a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____ (Name of JV). The Project Manager shall be authorized to represent the JV on site in respect of matters arising under the contract. (b) The _____ (Name of the JV) shall be jointly & severally liable to the Authority for the execution of the contract commitment in respect of the works in accordance with contract conditions.
- V. Termination of the agreement this agreement shall be terminated in the following circumstances: (a) The Authority awards the contract for the work to the other tenderer. (b) The Authority elaborates the cause of cancellation the work to award the contract. (c) On completion of the defect liability period as stipulated in the agreement of the works and all the liabilities thereof are liquidated.
- VI. No partner has the right to assign any benefits, obligation or liability under agreement to any third party without prior written consent of the other partners as well as Authority.
- VII. Financial Matter (a) Bank Account in the Name of the JV will be opened with any scheduled commercial or nationalized bank to be operated by an individual signatory as decided mutually by the Joint Venture partners. (b) All the partners shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the JV firm as per the India Regulation Act and shall be closed at the end of the every financial year ending 31st March. Upon closure of the books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date shall be prepared for the same, shall subject to audit by a Chartered Accountant. (c) None of the party shall be entitled to make any borrowing on behalf of the JV without prior written consent of all the other parties of JV.
- VIII. Negotiation
Any negotiations agreement between the parties hereto and the Authority subsequent to the submission of the tender and prior to award shall take place only with the consent of each of the parties who shall be represented at the such negotiation or agreement.
- IX. Legal Jurisdiction
All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of Court at Indore.
- X. Settlement of Disputes
Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

- XI. Insurance
- (a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the Authority.
 - (b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to their respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.
- XII. No change shall be made in this agreement without prior written consent of the Authority and other parties. However, if the Authority directs the parties to make changes in the agreement so as to fulfill tender conditions the parties shall discuss with Authority and mutually agree such changes required to be made in the agreement.
- XIII. Default and withdrawals from the JV- In case that either party fails to observe the provision stipulated in this agreement withdraws from the Joint Venture, loss and/or expenses incurred by other party due to such default and/or withdrawals shall be fully compensated by the party who has defaulted.
- XIV. All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party.

In witness whereof, the parties have caused their duly authorized representative to sign below.

Witness 1.

Signed for and on behalf of firm - A

2. Date: Seal Witness 1.

Signed for and on behalf of firm - B

2. Date: Seal Witness

1. Signed for and on behalf of firm - C

2. Date: Seal Witness 1.

Signed for and on behalf of firm - D 2. Date: Seal

|| AFFIDAVIT ||

(To be Contained in Envelope A)

(On Non- Judicial Stamp of Rs. 100)

I/We _____ who is/are _____ (status I the firm/ company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm on oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ [Name of work} dated ____ issued by the _____ [Name of the department]

I/we am/ are fully responsible for the correctness of following self-certified information/ documents and certificates.

1. That are self-certified information given in the bid document is fully true and authentic
2. That:
 - i. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the bank are authentic
 - ii. Information regarding financial qualification and annual turnover is correct
 - iii. Information regarding various technical qualification is correct
3. No close relative of the undersigned and our firm / company is working in the department

OR

Following close relatives are working in the department.

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Note: Affidavit duly notarized in original shall reach at least one calendar day before opening of the bid.

Section 5 - Eligible Countries

Section 5 - Eligible Countries

Single Entity / Lead Partner Nationality – India

JV Partner - Eligible Countries includes all countries unless barred by Govt. Of India or Security Council of United Nations