

# **Request for proposal for Setting up of Smart Bio Toilets including Designing, Constructing / Installation, Operating and Maintenance of such toilets for Period of Five Years**

## **Volume 1: Instruction to Bidders**



**IMPORTANT DATES**

<b>S. No.</b>	<b>Activity</b>	<b>Deadline</b>
1	Release of RFP	26/05/2017 18:00 Hrs Onwards
2	Last date of receipt of queries on RFP	08/06/2017 Upto 18.00 Hrs
3	Pre-bid Meeting date	9/06/2017 from 12.00 Hrs at the office of Guwahati Smart City Limited Staffed Building, Bhangagarh, Guwahati-781005
4	Last date for online submission of Bids	30/06/2017 Upto 15.00 Hrs
5	Last Date of Physical submission of Bid ( Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	03/07/2017 Upto 15.00 Hrs
6	Date of opening of Tender Fee, EMD and Prequalification Bid	04/07/2017 after 11:00 hrs
7	Date of opening of Commercial bids	To be notified later to the qualified bidders

## TABLE OF CONTENTS

<b>1. INTRODUCTION .....</b>	<b>5</b>
1.1 ABOUT THE GUWAHATI SMART CITY LIMITED, GOVERNMENT OF ASSAM .....	5
1.2 RFP FORMAT .....	5
<b>2. INSTRUCTION TO BIDDERS .....</b>	<b>9</b>
2.1 <i>General</i> .....	9
2.2 <i>Eligible Bidders</i> .....	10
2.3 <i>Compliant Bids/Completeness of Response</i> .....	10
2.4 <i>Bidder to Inform</i> .....	10
2.5 <i>Bid Preparation costs</i> .....	10
2.6 <i>Pre-bid meeting &amp; Clarification</i> .....	10
2.6.1 <i>Bidders Queries</i> .....	10
2.6.2 <i>Responses to Pre-Bid Queries and Issue of Corrigendum</i> .....	11
2.7 <i>RFP Document Fee</i> .....	11
2.8 <i>Earnest Money Deposit (EMD)</i> .....	11
2.9 <i>Bid Validity Period</i> .....	12
2.10 <i>Contents of Bid</i> .....	12
2.11 <i>Bid Formats</i> .....	13
2.12 <i>Language</i> .....	15
2.13 <i>Authentication of Bids</i> .....	15
2.14 <i>Amendment of Request for Proposal</i> .....	15
2.15 <i>Bid Price</i> .....	15
2.16 <i>Deviations and Exclusions</i> .....	16
2.17 <i>Total Responsibility</i> .....	16
2.18 <i>Late Bids</i> .....	16
2.19 <i>Right to Terminate the Process</i> .....	16
2.20 <i>Non-Conforming bids</i> .....	16
2.21 <i>Acceptance/Rejection of Bids</i> .....	17
2.22 <i>Confidentiality</i> .....	17
2.23 <i>Disqualification</i> .....	17
2.24 <i>Fraud and Corrupt Practices</i> .....	18
2.25 <i>Conflict of Interest</i> .....	19
2.26 <i>Right to vary quantity</i> .....	20
2.27 <i>Withdrawal, Substitution, and Modification of Bids</i> .....	20
2.28 <i>Site Visit</i> .....	20
<b>3. SELECTION PROCESS FOR BIDDER .....</b>	<b>21</b>
<b>4. TECHNICAL PROPOSAL : .....</b>	<b>24</b>

**5.0 AWARD OF CONTRACT ..... 25**

**6.0 ANNEXURE 2 – FORMATS FOR SUBMISSION OF THE PRE-QUALIFICATION BID ..... 28**

## **1. Introduction**

### **1.1 About the Guwahati Smart City Limited, Government of Assam**

The Government of India has recently announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Guwahati is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Guwahati Smart City Limited (GSCL) is a Govt. Company for implementing the Smart City mission at the city level. GSCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

**As a part of the smart city plan GSCL will like to provide Smart Bio toilets at public places in City of Guwahati. This project will allow facility of Smart electronically operated, bio degradable, environment friendly toilets with automatic user operation as well as remote monitoring system at strategic locations. This proposal will be extremely beneficial due to following two reasons –**

- **Smart electronic toilet system shall be a modular, pre-fabricated public toilet made of appropriate material suitable to the local conditions and is integrated with user-friendly electronic interfaces and remote monitoring system. These are sophisticated unmanned, automated toilets.**
- **Where as Bio-Toilet is an innovative technology for disposal of human waste in eco friendly manner. These Bio-toilets can function at any atmospheric temperature . The bacterial consortium degrades night soil and produces colorless, odorless and harmless water, which can disposed off safely in the drainage or soak pit at the vicinity.**

**This will include Designing, Constructing / Installing, Operating and maintaining of Smart Bio toilets for Period of Five Years.**

### **1.2 RFP Format**

The intent of this RFP is to invite bids from the Bidders for implementation of an integrated solution for the Authority.

The Request for Proposal (RFP) consists of three volumes viz.

#### **1. RFP Volume 1: Instruction to Bidders**

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.

**2. RFP Volume 2: Scope of work including Functional & Technical Specifications**

Volume 2 of the RFP provides information related to Scope of work for bidder, bidders obligations, Employer's Requirements and Specifications

**3. RFP Volume 3: General Conditions of Contract**

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

**4. RFP Volume 4 : Price Bid BOQ**

Volume 4 contains various Bill of Quantities, bidder has to quote his rates in various schedules.

<b>FACE SHEET</b>		
<b>Sl#</b>	<b>Item</b>	<b>Description</b>
1.	Scope of Work	The scope of work includes complete process of setting up of Smart electronically operated Bio Toilets for hygienic defecation. This will include Designing, Constructing / Installing, Operating and maintaining of Smart electronically operated bio toilets for Period of Five Years
2.	Method of Selection	Technically Qualified Lowest Evaluated (L1) Bidder
3.	Availability of RFP Documents	Download from <a href="http://www.gscdal.in">www.gscdal.in</a> , <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> <i>online tender submission on <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a></i>
4	Authority	Guwahati Smart City Limited, Staffed Building, Bhangagarh, Guwahati-781005
5	Officer inviting Bids / Bid Opening Authority	Managing Director, Guwahati Smart City Limited
6	Estimated Tender Amount	Rs 4.70 Crore ( Rupees Four Crore and Seventy Lacs) ( Supply, Installation Cost + Operation and Maintenance cost for five years )
7	Period of Implementation	Three Months ( 90 days)
8	Operation and Maintenance Period	Period of 5 years after successful commissioning of all the works and issuance of Commissioning certificate from the Client
9	Defects liability period	Period of 5 years after successful commissioning of all the works and issuance of Commissioning certificate from the Client
10	Date of RFP Issuance	26/05/2017 18:00 Hrs Onwards
11	Tender document fee (Non-refundable and Not – exempted)	INR 10000 /- (INR Ten Thousand only) in the form of Demand Draft / Bankers Cheque in favour of MD, GSCL payable at Guwahati.

<b>FACE SHEET</b>		
<b>Sl#</b>	<b>Item</b>	<b>Description</b>
12	Bid Security/Earnest Money Deposit (EMD)	INR 10,00,000 /- (INR Ten Lacs only) by Bank Guarantee of Nationalized bank, having branch at Guwahati (as per format attached in Bid Document)
13	Last date and time for Submission of Pre-Bid Queries	08/06/2017 Upto 18.00 Hrs
14	Pre-Bid Conference time, date, & venue	09/06/2017 from 12.00 Hrs at the office of Guwahati Smart City Limited Statfed Building, Bhangagarh, Guwahati-781005
15	Posting of responses to queries (on website)	<a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
16	Last Date and time for submission of Bid	30/06/2017 Upto 15.00 Hrs
17	Last Date of Physical submission of Bid ( Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	03/07/2017 Upto 15.00 Hrs
18	Date of opening of Tender Fee, EMD and Technical Bid	04/07/2017 after 11:00 hrs
19	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
20	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
21	Name and Address for Correspondence/ city survey	Office of Guwahati Smart City Limited - Statfed Building, Bhangagarh, Guwahati-781005



## 2. Instruction to Bidders

### 2.1 General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d. Sealed bids shall be received by the Authority on the e-Procurement portal <https://assamtenders.gov.in> before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Assam, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e. Telex, cable or facsimile offers will be rejected.
- f. The Bidders must be registered with the E-tendering system provider for participating in the bidding process, bidders are required to go through the procedure as specified in <https://assamtenders.gov.in> portal to upload the Bid document
- g. The bidders are required to upload their tender in <https://assamtenders.gov.in> portal only. GSCL shall not be held responsible for the delay, if any, in the non-receipt of the same.
- h. Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be posted on <https://assamtenders.gov.in> website only. Bidders should regularly visit the website to keep themselves updated
- i. All the qualification information shall be submitted through prescribed forms and statements given in the annexure of tender document, along with all supporting documents meeting the qualification criteria. Bidder shall upload Scan Copies of such prescribed forms and supporting document as a part of his submission.

## **2.2 Eligible Bidders**

The Applicant shall be a single legal entity (firm, company etc.) to implement the Project(s). Joint Venture / Consortium is not allowed. The applicant shall be in existence for at least 1 year and should have performed similar nature of work of installation and operation of Automated/ Electronically operated toilets as well as bio toilets or both integrated for public.

## **2.3 Compliant Bids/Completeness of Response**

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP, in the bid
  - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
  - iii. Comply with all requirements as set out within this RFP

## **2.4 Bidder to Inform**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed or clarifications are provided.

## **2.5 Bid Preparation costs**

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by the Authority.

## **2.6 Pre-bid meeting & Clarification**

### **2.6.1 Bidders Queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organisation submitting the queries.

Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

Bidders must submit their queries as per the format mentioned in - Annexure I

### **2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

Authority will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. Authority shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

### **2.7 RFP Document Fee**

RFP can be downloaded from the website URL mentioned in the fact sheet.

**Tender Fee of Rs 10,000 /- ( Rupees Ten Thousand only) shall be paid in form of Demand Draft or Bankers Cheque. The tender fee shall be non-refundable.**

Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

### **2.8 Earnest Money Deposit (EMD)**

**EMD of Rs.10,00,000/- ( Rupees Ten Lacs only) shall be paid through a Bank Guarantee. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.**

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the bid security then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- a. If a bidder withdraws its bid during the period of bid validity.
- b. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.

### 2.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet.

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

### 2.10 Contents of Bid

The two bids system shall be followed. Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal

Document Set	Name Of Document	Content
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	a. RFP Document Fee b. Bid Security/Earnest Money Deposit (EMD)
Two	Technical Bid	a. With all supporting documents required for meeting the qualification criteria as per formats given in Bid document (hardcopy)

Three	Financial Bid	a. To be submitted online through E-procurement Portal.
-------	---------------	---

- a. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- b. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.
- d. All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
- e. Bidder shall submit technical bid in hard copy which shall be properly bound and all pages shall sequentially numbered.
- f. Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- g. Authority will not accept delivery of bid by fax, e-mail.

## 2.11 Bid Formats

### 2.11.1 Pre-Qualification Bid Format

Section no.	Section Heading	Details
1	Pre-qualification checklist	As per format provided in section 6.1
2	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3	About Bidder	As per format provided in section 6.3 of this document.
4	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN card 3. VAT registration, CST, ST

5	Annual Turnover	Details of annual turnover with documentary evidence.
6	Self-certificate for non- blacklisting clause	As per format provided in section 6.4.
7	Power of Attorney	<i>Documentary evidence as per format provided in Annexure 8</i>
8	Project Experience	As per Qualification criteria ( Format as per Section 6.7)
9	No Deviation Certificate	As per format provided in section 6.5
10	Total responsibility certificate	As per format in 6.6
11	Anti-Collusion Certificate	As per format in 6.8

### **2.11.2 Commercial Bid Format**

Bidder shall submit the Commercial Bid online through E-procurement Portal..

### **2.12 Language**

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **2.13 Authentication of Bids**

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

### **2.14 Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

### **2.15 Bid Price**

Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be

reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

Price quoted by bidder shall include installation charges, applicable taxes, duties, other levies ..etc.

### **2.16 Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in bid document. The bids with deviation(s) are liable for rejection.

### **2.17 Total Responsibility**

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Bid document

### **2.18 Late Bids**

Late submission will not be entertained and will not be permitted by the e-Procurement Portal.

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authority shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

Authority reserves the right to modify and amend any of the above-stipulated condition/criterion.

### **2.19 Right to Terminate the Process**

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Authority.

### **2.20 Non-Conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:



- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

### **2.21 Acceptance/Rejection of Bids**

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.  
In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- 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 words and figures, the amount in words shall prevail.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

### **2.22 Confidentiality**

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful bidder who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as given in Bid document.

### **2.23 Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

#### **2.24 Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such

Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.

- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **2.25 Conflict of Interest**

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and

effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

- b. Authority requires that the bidder provides solutions which at all times hold Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

## **2.26 Right to vary quantity**

- a. Bidder to note that the Authority has the right to vary the quantity as mentioned in the Price Bid BOQ.. Nothing extra shall be paid for increase / decrease in the quantities as mentioned in the Price Bid BOQ. Rate quoted shall be for completing the item in all respect and as per tender requirement. Bidder to note that actual executed quantity shall be paid as per terms and conditions of Tender document
- b. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

## **2.27 Withdrawal, Substitution, and Modification of Bids**

- a. A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website
- b. Bids withdrawn shall not be opened and processed further.

## **2.28 Site Visit**

- a. The Bidder shall visit the site and examine the site or sites for availability of required area , accessibility of the sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit of at least four (04) days. Alternatively, the Authority may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

- c. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
- d. It is in the bidders obligation to assess the capacity required for Smart Bio Toilets that are to be installed in public place as per the list mentioned in the Tender document under Volume - II .

### **3. Selection Process for Bidder**

#### **3.1 Opening of Bids**

There will be three bid-opening events

Set 1 (RFP Document fee & Bid Security/EMD)

Set 2 (Technical bid)

Set 3 ( Commercial Bid)

The Commercial Bids shall be opened by Authority in presence of Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of commercial bid.

The date and time for opening of Technical & Commercial bid would be as indicated in NIT.

#### **3.2 Preliminary Examination of Bids**

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details

- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

### **3.3 Clarification on Bids**

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

The bidders shall have to give detailed rate analysis in justification of the prices as may be required by the employer as a part of the evaluation process, if so desired by the employer.

### **3.4 Evaluation Process**

Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

#### **3.4.1 Stage 1: Pre-Qualification**

- a. Authority shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.

- b. Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

### **3.4.2 Stage 2: Technical Evaluation**

- a. Set 2 "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned

### **3.4.3 Stage 3: Commercial Evaluation**

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process and commercial bids will be opened in presence of the qualified bidders.
- b. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. Commercial Bids that are not as per the format as per Volume IV shall be liable for rejection.
- d. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- e. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer' estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the price Bid, to demonstrate the internal consistency of those prices with the employers requirement, specifications, implementation methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the

increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

#### 3.4.4 Stage 4: Total Bid Evaluation

Technically Qualified lowest evaluated bidder (L1) will be the considered as a successful bidder. However, the acceptance of the proposal will rest with the Authority who does not bind itself to accept the lowest proposal, and reserves the right to accept or reject any or all the proposals received without assigning any reason

#### 3.5 Qualification Criteria

SI	Qualification Criteria	Documentary Evidence
1	The Bidder should have an average annual turnover of minimum INR 50 Lacs over the last three financial years	1. Audited financial statements for the last three financial years 2. Certificate from the Statutory Auditor on turnover details over the last three (3) financial years
2	The bidder should have completed design, Installation, Commissioning and successful operation for a period of continuous Six months of one of the following or both – <ul style="list-style-type: none"> <li>• Automated remote monitored Toilets as well as bio toilets in at-least 03 locations each</li> <li style="text-align: center;">OR</li> <li>• Automated remote monitored bio toilets at least 03 locations</li> </ul>	Completion Certificate as per attached format duly certified by the Competent Authority
3	The bidder should not have been black-listed by any State / Central Government Department or Central /State PSUs as on bid submission date	Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by bidders' authorized signatory.

#### 4. Technical Proposal :

##### Detailed Design of Smart Bio Toilets

The Applicant should provide Smart Bio Toilets layout and design for each location under Project Facility and shall inter alia, include the following:



- Design for the Smart Bio Toilets including detailed engineering drawings.
- Architecture drawing of Smart Bio Toilets for each location
- Relevant drawings and applications for approval of relevant statutory authority.
- The engineering drawings shall be minimum in 1:100 scale.
- Detailed water and waste process system, procedure of operation by users and remote monitoring system shall be provided with the bid document.
- Other specifications of Smart Bio Toilets shall be as per the details mentioned in this RFP. The system to be finally provided by the successful bidder shall correspond to the specifications of the RFP documents and shall be subjected to the approval of GSCL

**The Bidder is required to give brief details of the proposed design of the Smart Bio Toilets and the specifications. The Applicant is also required to provide plan and sectional drawings, automation gazette location, circuit diagrams, network attachment logistics, power and water source requirement and connection diagram and any other details of internal and external fittings and fixture which best illustrates the functions of the Smart Bio Toilet and the material of construction for all components.**

The Bidder is required to give detailed methodology proposed to be adopted for completion of the works envisaged in the proposals including design, installation of Smart Bio Toilets, monitoring, quality control, man month schedule for execution and maintenance for 5 years etc

The Bidder is required to give the present organizational structure of the firm with brief details of technical staff employed with them and regarding the laboratories facilities available with them. Along with this the Applicant is also required to give the proposed organizational setup for the proposed work.

The Applicant is required to give a location wise execution plan to complete the work which best illustrates the complete implementation of the project in schedule time. The given plan should be in tune with the Methodology of the work given for execution of project.

**Bids of the bidders, not complying with above mentioned requirement (Clause 4 – Technical Proposal) will liable to be rejected.**

As a part of Technical Evaluation the Bidder will be asked to give the detail presentation of his Technical Proposal.

## **5.0 Award of Contract**

### **5.1 Notification of Award**

Authority will notify the successful Bidder in writing by e-mail followed by courier. to be confirmed by the Bidder in writing by email followed by courier.

## 5.2 Signing of Contract

After the notification of award, Authority will issue Work Order (WO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the WO/LOI, the Bidder shall sign and return back a duplicate copy of the Work Order to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of WO/LOI.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder. .

## 5.3 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank having branch at Guwahati in the format prescribed in Tender document payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be invoked by Authority, in the event the Bidder:

- a. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
  - b. Misrepresents facts/information submitted to Authority
- The performance bank guarantee shall be valid till satisfactory completion of Operation and Maintenance Period. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any

payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the period of Implementation as mentioned in Tender document, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work.

Performance Bank guarantee shall be valid upto successful completion of Operation and Maintenance period which is for period of 5 years after successful commissioning of all the works and issuance of Commissioning certificate from the Client.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Authorized Representative of the Authority, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

#### **5.4 Operation & Maintenance**

Bidder shall also provide Comprehensive maintenance service during Operation and Maintenance Period of Five years.

During the Operation and Maintenance period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. It is in the obligation of the bidder to replace the defective parts / components free of cost during Operation and Maintenance period. The replaced parts / components shall be of same Specifications as that of original component, which is being replaced. Nothing extra shall be paid for such replacements.

Authority or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising during Operation and Maintenance period . Upon receipt of such notice, the bidder shall, with all reasonable speed, repair or replace the defective systems / part / components, without costs to Authority and within time specified and acceptable to Authority.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Authority may have against the bidder under the contract.

#### **5.5 Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids.

In such a case, Authority shall invoke the PBG and/or forfeit the EMD.

## 5.6 Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

SI	RFP Volume , Section	RFP Page No	Contents in RFP	Clarification Sought

## 6.0 Annexure 2 – Formats for Submission of the Pre-Qualification Bid

### 6.1 Pre-qualification bid checklist

Sl. no.	Checklist Items	Compliance (Yes or No)	Page No. And Section No. in bid
1	RFP Document fees		
2	Earnest Money Deposit		

3	Pre Qualification Covering letter		
4	Copy of Certification of		
	Incorporation/Registration Certificate		
	PAN card		
	VAT registration, CST, ST		
5	Audited financial statements for the last three financial years And Certificate from the Statutory Auditor		
6	Declaration of non-blacklisting		
7	Experience Certificate		
8	No Deviation Certificate		
9	Total Responsibility Certificate		
10	Anti Collusion Certificate		

## 6.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyy

To,

[            ]

Sub: **Request for Proposal for** setting up of **Smart Bio Toilets** for automated hygienic defecation which includes Designing, Constructing / Installing, Operating and maintaining of **Smart Bio Toilets** for Period of Five Years Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

With reference to your “**Request for Proposal for** setting up of **Smart Bio Toilets** for automated hygienic defecation which includes Designing, Constructing / Installing, Operating and maintaining of **Smart Bio Toilets** for Period of Five Years”, we hereby submit our qualification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [    ] Crores in form of Bank Guarantee and Tender fee of INR [    ] in form of DD / Banker Cheque No. \_\_\_\_\_Dt\_
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document

- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact \_\_\_\_\_ email at

\_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:



### 6.3 Company profile

#### A. Brief company profile (required for both bidder and consortium member)

SL.NO.	PARTICULARS Name of Bidder	DESCRIPTION OR DETAILS
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	
4	Registered office address	
5	Incorporation date and number	
6	Service Tax number	
7	VAT number, CST, ST	
8	PAN details	
9	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11	EMD details	

#### B. Certificate of Incorporation

#### C. Financial Turnover

The financial turnover of the company is provided as follows:

	2013 – 14	2014 – 15	2015 – 16
Annual Turnover			

Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover

#### 6.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

**Declaration for Bidder:**

Place

Date

To,

[       ]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of setting up of Smart Bio Toilets for automated hygienic defecation which includes Designing, Constructing / Installing, Operating and maintaining of Smart Bio Toilets for Period of Five Years

Ref: RFP No. <<.....>> **dated** << .....>>

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### 6.5 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### **6.6 Total Responsibility Certificate**

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 6.7 Experience Certificate

### EXPERIENCE OF BIDDER

S. No	Name of the work	Work Order			Date of completion of work	Details of Smart/ Automated / electronically operated bio toilets installed and provision of O&M		O&M period	
		No./dt	Amount in Lacs	Name of Client		Type of Smart Bio Toilets	No of Smart Bio Toilets	As provided in contract	As completed as on date

**NOTE:**

Client Certificate towards satisfactory completion of work from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work in Model Format along with copy of work order

**Model Format :****To whomsoever it may concern**

Certified that M/s.....have successfully completed and commissioned the work of Installation, Commissioning & Maintenance of **Smart / automated/ electronically operated Bio Toilets** as awarded vide work order number.....dated.....costing Rs.....Lacs as per following details:-

Sl. No	Locations (give the address details)	Date of completion	Capacity	Whether operational on the date of submission of proposal or not	Whether operational on the date of submission of proposal or not	Remarks

Date: - Place:-

**Signature & Seal of Competent Authority with seal (Not below the rank of Executive Engineer)**

**6.8 Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal** for setting up of **Smart Bio Toilets** for automated hygienic defecation. This will include Designing, Constructing / Installing, Operating and maintaining of **Smart Bio Toilets** for Period of Five Years in **Guwahati, [** against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

**6.9 Annexure 5 (a) – Performance Bank Guarantee**

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

&lt;Name&gt;

&lt;Designation&gt;

&lt;Address&gt;

&lt;PhoneNos&gt;

&lt;Fax Nos.&gt;

&lt;Email id&gt;

Whereas, <<name of the Bidder and address>> (hereinafter called “theBidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Guwahati Smart City Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.



We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
  - II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- I. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

**(Bank's common seal)**

**6.10 Annexure 5 (b) – Bank Guarantee for Earnest Money Deposit**

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder ) has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Authority>> .

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Authority >> (hereinafter called "the Authority") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

- (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 6.11 Annexure 8 - Format for Power of Attorney to Authorize Signatory

### POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

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

(Signature and Name of authorized signatory)

\_\_\_\_\_

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.
- b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.