

Request for proposal For Setting up of Water ATM for Safe Drinking Water including Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Gandhinagar City.

Volume I: Instruction to Bidders



Gandhinagar Smart City Development Ltd,

Gandhinagar, Gujarat

REQUEST FOR PROPOSAL

<p>Downloading of tender Documents</p>	<p>The tender document for this work can be downloaded from website www.nprocure.com</p> <p>From 30/10/2017 to 29/11/2017 upto 16:00 Hrs.</p>
<p>Pre-Bid Meeting & Time</p>	<p>13/11/2017 from 11.30 Hrs</p> <p>Bidder shall have to post their queries on E-mail address bbdalal@tce.co.in on or before 08/11/2017 up to 17.00 hrs.</p> <p>Venue of Pre Bid Conference –</p> <p>Conference Room, GMC Near Pathikasharam, Sector 11, GH road Gandhinagar,382007</p>
<p>Online Submission (Last Date)</p>	<p>On or before date 29/11/2017 upto 16:00 hrs</p> <p>Additionally Scan copies Technical bid, original copy of Tender fees and EMD shall be uploaded.</p>
<p>Submission of Tender fee& EMD</p> <p>Original Demand Draft against Tender Fee and EMD and Original Affidavit's as mentioned in Tender Document. (Physical Submission only)</p>	<p>Upto 06/12/2017</p> <p>Hard copy of Technical bid, original copy of Tender fees and EMD shall be submitted to CEO GSCDL, c/o Gandhinagar Municipal Corporation, Near Pathikasharam, Sector 11, GH road Gandhinagar,382007</p> <p>CEO GSCDL reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.</p>

Section I Notice Inviting Tender

Tender Notice No.	GSCDL-WATM-RFP-Infra-1-2017/18	
Organization Name	Gandhinagar Smart City Development Limited (GSCDL)	
Department Name	Gandhinagar Smart City Development Limited (GSCDL)	
Name of Work	Designing, financing, constructing / installing, operating and maintaining of Water ATMs (for quantity GSCDL no's) and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Gandhinagar City	
Tender Type	Public Private Partnership (PPP) Basis	
Bidding Currency	Single- Indian National Rupees	
Payment Details	Opening of Bid (Online) & PQ documents submitted electronically	If possible on 06/12/2017 at 16:00 hrs.
	Opening of Price Bid (Online)	Will be intimated later on.
	Bid validity period	120 days from the opening of the price bid
	Project Duration	Installation period – 3 Months Operation and Maintenance Period – 10 Years
	Document Fee	Rs.12,000/- In form of Account Payee Demand Draft payable in favour of Gandhinagar Smart City Development Limited payable at Gandhinagar with bid submission.
	EMD (BID SECURITY)	Rs 8, 50,000 /- (Eight Lakhs Fifty thousand only) by the way of Pay order / Demand Draft issued in favour of GSCDL through Nationalized Bank only payable at Gandhinagar.

1 Introduction

1.1 About the Gandhinagar Smart City Limited, Government of Gujarat

- 1.1.1 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. Gandhinagar is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Gandhinagar Smart City Limited (GSCDL) is a Govt. Company for implementing the Smart City mission at the city level. GSCDL 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 GSCDL will like to make drinking water widely available at public places in City of Gandhinagar. This project will allow potable water to be supplied to the consumer in his / her container. This proposal will be essential for betterment of environment as the use of consumer's container would avoid the waste due to plastic / bottles. Gandhinagar Smart City Limited intends to invite Request for Proposal for setting up of water ATM with finished water quality as per IS 10500-2012 specification of drinking water.

GSCDL invites detailed proposals (herein after referred to as "Proposal") for installing water ATMs to provide access to safe drinking water at public places herein after referred to "Proposal". The Proposals would be evaluated on the basis of the evaluation criteria for determining financial bid of the technically qualified applicants set out in this RFP document ("Evaluation Criteria") in order to identify the Successful Bidder. The Successful Bidder ("Concessionaire") would then have to enter in to a Concession Agreement with GSCDL and perform the obligations as stipulated therein, in respect of Project.

- 1.1.2 The Concessionaire would be responsible for designing, financing, constructing / Installing, operating and maintaining of water ATMs and vending of water from Water ATMs for a period as stipulated in the Concession Agreement subject to his fulfilling the requirements set out in this RFP document.
- 1.1.3 Terms used in this RFP document, which have not been defined herein, shall have the meaning as cribbed to them in the Concession Agreement.

1.2 Executing Agency

The Executing Agency of this project is The CEO, Gandhinagar Smart City Development Limited.

1.3 Type of Contract

The form of this contract is Public Private Partnership (PPP) mode.

1.4 Scope of Work

All works, proposed for execution under the contract, are specified in Volume-II of the RFP document under the headline “Scope of Work and Technical Specifications”.

1.5 Specification

The Applicant shall read the specification and study the scope of work carefully.

1.6 Terms and Conditions

- 1.6.1 The concessionaire shall abide by all the terms and conditions as laid down in this RFP.
- 1.6.2 Applicant shall submit only unconditional RFPs. Conditional RFPs are liable to be rejected summarily. The RFP documents show already the specific terms and conditions on which RFPs are required by the GSCDL, hence all proposals should be in strict conformity with the RFP documents and should be filled in, digitally signed. Incomplete proposals are liable to be rejected. The terms and conditions of the RFP document are firm; as such conditional proposals are liable to be rejected.
- 1.6.3 If it is found that the proposals are not submitted in the manner prescribed, and Unreasonable rates or amounts, it would be open for the competent authority not to consider the proposal, forfeit the amount of earnest money and/or de-list the Concessionaire.
- 1.6.4 The bidder shall quote for concession period of 10 years.

1.7 Instructions

The Applicant is required to carefully study all Instructions, forms, terms, conditions and other details in the RFP documents. Failure to upload complete and legible information and documents as required in the RFP documents or submission of a RFP not substantially responsive as per requirements of the RFP document in every respect will be at the Applicant(s) risk and may result in rejection of its proposal.

1.8 Secrecy

The Applicant shall sign a declaration under the Official Secrets Act for maintaining secrecy of the RFP documents, drawing or other records connected with the work given to him form given below.

DECLARATION

"I/We hereby declare that I/We shall treat the RFP documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived there from to any person other than a person to whom. I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same". Failure to observe the secrecy of the RFPs will render proposals liable to summary rejection.

1.9 Site Execution

The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the GSCDL to make the entire site available on the date of award of the work, the Applicant shall arrange his working program accordingly. No claim, whatsoever, for not making available the actual site area on award of the work or making available the site in parts will be tenable. The Applicant may satisfy himself regarding site, availability of land and accessibility of the sites etc.

2 Address for communication

2.1 All communication in reference to this RFP must be made to:

The CEO, GSCDL, GMC

3 Period of Completion

The allocated work of design, supply, installation & commissioning of all water ATMs as per the requirement of this RFP is to be completely finished to the satisfaction of Engineer-in-charge within 3 months from the 10th day of the date of written work order(s) to commence the work at given sites. After commissioning of all water ATMs, date for operation & maintenance (O&M) for 10 Years will be started.

4 Eligibility Criteria

4.1 YEARS OF OPERATION

The Applicant shall be a single legal entity (firm, company etc.) to implement the project(s). The applicant shall be in existence for at least 3 years and should have performed similar nature of work of installation and operation of Water ATM's in government or municipal sectors or public places having treatment technology as per Annexure - 3 to IS 14543 and finished water quality as per IS 10500-2012.

4.2 EXPERIENCE CRITERIA

The bidder should have completed installation, commissioning and successful operation and maintenance of water ATM in government or municipal sectors or public places in at least 06 locations or more for period of continuous six months places having treatment technology as per annexure - 3 to IS 14543 and finished water quality as per IS 10500 - 2012.

4.3 FINANCIAL CRITERIA

The average annual financial turnover during the last 3 years ending 2016-17 should not be less than Rupees Three Crore (Rs 3.00 Cr)

5 Content of RFP Document

The facilities required, proposal procedures, contract terms and technical requirements are prescribed in the RFP documents. The RFP document include the following sections, and addendum's issued if any till the date of submission of the proposal:

5.1 Volume-I

- a) Notice Inviting RFP
- b) Instruction to Applicants
- c) Qualification Schedules
- d) General conditions of contract
- e) Special conditions of contract Part "A"& "B"

5.2 Volume-II

Scope of work & Technical Specifications, Annexure and proposal drawings

5.3 Volume-III

General Conditions of Contract

6 Site Visit

The Applicant and any of its personnel or agents will be granted permission by the GSCDL to enter upon its premises and lands for purpose of such site visits, but the Applicant and its personnel will be responsible for any loss or damage to property and any other loss, damage, costs and expenses including loss of life/injury to any person incurred as a result of the site visits.

The Applicant will be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price (e.g. as to the general circumstance at the site(s) of the work, the general labour position at the site, the availability of construction material, water, electricity, the transport conditions, the climatic and meteorological conditions) and to have fixed his prices according to his own view about these.

The GSCDL will not be responsible for the personnel of the Applicant and for all acts in relation with site inspection. The Applicant shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the GSCDL.

6.1 Omissions, Errors and clarification; Pre bid Meeting

Applicants shall carefully examine the scope of work and specifications and fully inform themselves as to the conditions and matters which may in any way affect the work or the cost thereof. Should an Applicant find discrepancies or omissions in the documents or should he be in doubt as to their meaning he should notify GSCDL in writing not later than one week after or present his request in written form during the pre-BID meeting. GSCDL will respond to any request which is made prior to or during the pre- BID conference.

Any resulting interpretation or modification of the RFP documents shall be issued online to all Applicants as an addendum, which will become a part of the RFP documents. The Applicants shall acknowledge in writing the receipt of each addendum.

No claims except as otherwise expressly provided will afterwards be accepted due to non-understanding or misinterpretation of the RFP documents and addendums issued.

The Applicants designated representative (having authority letter) is invited to attend a pre-BID meeting, which will take place at the venue and time notified in RFP.

In an effort to bring all terms and conditions and specifications of works on a common platform, before the submission of qualification and financial bids, and for any

explanation that is desired in reference to the document mentioned in Clause-5 of the document, a pre- bid meeting shall be held. The Applicants designated representative (having authority letter) are invited to attend a pre- bid meeting which will take place at the venue and time as mentioned in RFP. The Applicants are invited to participate in the pre- bid meeting at the date and time mentioned in RFP. They may acquaint themselves with the different conditions of installation site(s) prior to this meeting. The purpose of this meeting is to clarify issues raised at that stage which requires clarification in reference to the execution of work. The Applicants are requested to analyze the terms and conditions, specifications, design, drawings, quotation sheets etc. of the document. The deviations thought necessary, along with clarifications required must be pointed out.

Applicant is requested, to submit all queries in writing or by e-mail, to reach the GSCDL not later than five days before the pre bid meeting or give the clarifications desired in pre-bid meeting in writing.

Any modification of the documents listed in Clause- 5, of the document, which may become necessary as a result of the pre- bid conference, shall be made by the GSCDL exclusively through online issuance of addendum.

7 Amendment of RFP Documents

At any time prior to the deadline for submission of RFPs, GSCDL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Applicant, amend the RFP documents.

The amendment will be notified online to all bidders and it shall be binding on them. It will be assumed that the information contained therein has been the Applicant in its RFP.

In order to provide prospective Applicants reasonable time to take the amendment into account, in preparing their RFP, GSCDL may, at its discretion, extend the deadline for the submission of proposals, in which case, the GSCDL will notify on line to bidders of the extended deadline, for submission of proposals.

PREPARATION OF PROPOSALS

8 Language of Proposal

The proposal prepared by the Applicant and all correspondence and documents related to the proposal exchanged by the Applicant and GSCDL shall be written in English.

9 Detailed Design of Water ATM

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

- 9.1.1 Design for the water ATMs including detailed engineering drawings.
- 9.1.2 Architecture drawing of ATM for each location
- 9.1.3 The engineering drawings shall be in 1:100 scales.
- 9.1.4 Detailed water process system shall be provided with the bid document.
- 9.1.5 The casing of the Water ATM both inside-outside shall be at-least Stainless Steel 304.
- 9.1.6 Other specifications of Water ATM 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 GSCDL.
- 9.1.7 Shelter should be created in the vicinity of water ATM. The size and suitability will be approved by GSCDL/GMC

The Bidder is required to give brief details of the proposed design of the Water ATM and the specifications. The Applicant is also required to provide plan and sectional drawings which best illustrates the functions of the Water ATMs 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 Water ATMs, monitoring, quality control, man month schedule for execution and maintenance for 10 years.

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 requirements (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.

10 Financial Proposal

10.1 The Applicant will provide the financial proposal as furnished in the RFP document.

10.1.1 Price bid for the concession period of 10 years

The GSCDL/GMC will be the final authority for deciding the concession period.

11 Proposal-Financial bid

The contract will be for the complete work as described in the RFP document. The rate quoted shall remain firm and fixed and no price/rate variation shall be admissible.

The Applicant will quote his rates only in English. Rates should be quoted in figures as well as in words and in case the rates so quoted differ, the lower of the two shall be treated as the rate quoted by the Applicant.

The Applicant will provide their financial proposal as given in prescribed format of Volume III of the RFP document, as per the specifications given for installation and commissioning with other direct and indirect costs to be incurred during period.

The Concessionaire will satisfy himself regarding the availability of the material required for execution within the time frame prescribed for the work and if desired will take into account the cost of superior material to be used as its replacement. No time extension or additional cost shall be allowed on this account.

The Concessionaire will keep all the data of water dispensed through data logger system as described in the Volume II of RFP document or as per system approved by GSCDL. GSCDL have all the rights to cross check the data at any time. After completion of every month within 5 days, the Concessionaire will submit data of water dispensed through each water ATM along with premium amount as quoted in Volume IV of Price Bid (Rs per litre) to GSCDL. After verification and approval from GSCDL, the Concessionaire will deposit Premium Amount in to bank accounts of GSCDL.

12 Proposal Currency

All prices shall be quoted in the Indian Rupee. The GSCDL will not arrange any foreign currencies for import of any type of material/spares etc.

13 Earnest Money and Security Deposit

13.1 An amount of Earnest money as mentioned in RFP as Rupees Eight Lakhs Fifty thousand (Rs 8,50,000/) by way of an irrevocable Bank Guarantee/ DD issued by a scheduled bank in India in favour of Managing Director, GSCDL, must accompany the Proposal as required under the Concession Agreement.

13.2 The Earnest money may be forfeited:

- 13.2.1 If the Applicant withdraws its proposal during the period of proposal validity.
- 13.2.2 If the Applicant fails within the specified time limit to sign the Contract
- 13.2.3 Agreement For any other act of the Applicant detailed herein, for forfeiture of Earnest Money.

13.3 The Earnest money of every Bidder would be returned within a period of ten (10) weeks from the date of announcement of the Successful Bidder.

13.4 An amount of Security Deposit as mentioned in RFP as Rs 42, 50,000/- by way of an irrevocable Bank Guarantee/ DD issued by a scheduled bank in India in favour of Managing Director, GSCDL, must be submitted by the successful bidder

13.5 The Security Deposit as submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

13.6 The Security deposit may be forfeited:

- 13.6.1 If the successful Concessionaire modifies/ withdraws its Proposal; or
- 13.6.2 If the Concessionaire withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or

13.6.3 If the Successful Concessionaire fails to provide the Performance Security within the stipulated time or any extension thereof provided by GSCDL; or

13.6.4 If any information or document furnished by the Concessionaire turns out to be misleading or untrue in any material respect.

14 Period of Validity of proposal

The proposals for the works shall remain open for acceptance for the period of 120 days from the date of opening of the technical proposal. A proposal valid for a shorter period shall be rejected by the GSCDL as being non-responsive. If any Applicant withdraws his proposal prior to expiry of said validity period or mutually extended period or make modification in the rates, terms and conditions of the proposal within the said period, which are not acceptable to the GSCDL, or fails to commence the work in the specified period/fails to execute the agreement, the GSCDL shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Applicant, who having submitted a proposal does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money and Security deposit and other action under agreement.

In exceptional circumstances, the GSCDL may seek the Applicant's consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by e-mail. If a Applicant accepts to prolong the period of validity, the instruments for Earnest Money shall also be suitably extended.

SUBMISSION OF PROPOSALS

15 Format and Signing of proposal

Bidder shall submit their offer on line in electronic format both for technical and financial proposals and all documents should be digitally signed. Bidder shall procure digital certificate as per IT act. In case of a partnership firm, bid must be digitally signed separately by each partner, thereof, or in the event of the absence of any partner, it must be digitally signed on his behalf, by a person holding power of attorney, authorizing him to do so, such power of attorney will be submitted with the proposal and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a company, the duly authorized representative of the company holding a valid power of attorney on the date of respective correspondence shall digitally sign the proposal.

The scanned copy of Proposal fees, processing fees, EMD should be uploaded along with the technical bid.

All omissions in the Schedule of price must be serially numbered and attested by the officer opening the bids, so as to make further dispute impossible on this score

The documents listed in Clause-5 of the document, along with addendum's issued till the date of bid submission, shall be filled by the bidder to bind the bidder to contract. A certificate regarding all pages of the bid has been digitally signed should be attached with prequalification bid.

Sealed bids shall be received by the Authority on the e-Procurement portal www.nprocure.com 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 Gujarat, 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.

Telex, cable or facsimile offers will be rejected.

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 www.nprocure.com, portal to upload the Bid document

The bidders are required to upload their tender in www.nprocure.com portal only. GSCDL shall not be held responsible for the delay, if any, in the non-receipt of the same.

Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be posted on <https://Gujarattenders.gov.in> website only. Bidders should regularly visit the website to keep themselves updated

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.

16 Sealing and Marking of Proposals

Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scanned copy of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. should be uploaded along with the technical bid.

Contents of Technical proposal

COVER-A

General requirements

16.1 Qualification Bid for technical eligibility should contain following:

SCANNED

COPIES OF:

Proof of Earnest Money in shape of DD/ BG of Nationalized / scheduled Banks.

COVER-B

Requirements for Technical Qualification bid.

16.2 SCANNED COPIES OF:

- a) The name and designation of a person signing shall be clearly indicated. In case of partnership firm / limited company/ group of companies, a power of attorney for the person authorized to sign issued by the partners or authorized signatory shall accompany the proposal.
- b) The ESI & EPF registration as per Labour Law.
- c) The proposal letter which shall be duly filled in and signed, as per **Annexure10**.
- d) Power of Attorney should be given as per the format given in **Annexure 8**.
- h) An undertaking confirming that for modifications/ deviations to conditions of contract/ technical specifications no price information is indicated in cover "B" shall be enclosed. Proposals not containing such undertaking will not be considered for further evaluation. The same shall be submitted in form of Separate Annexure.
- i) A declaration shall have to be made by the Applicant that he has read, understood and accepted without changes, revisions or conditions, the proposal documents and addenda (if any) issued by the GSCDL. The same shall be submitted in form of Separate Annexure.
- j) A declaration under the official secrets Act for maintaining secrecy of the proposal documents, drawing or other records connected with the work given to him. The same shall be submitted in form of Separate Annexure.
- k) Declaration by the Bidder regarding Qualification. The same shall be submitted in form of Separate Annexure.
- l) All addendums issued till date of proposal shall be submitted with the proposal duly signed and stamped.

16.3 SCANNED COPIES OF:

Qualification Schedules as required in this Vol-I along with supporting documents, consisting of:

- a) Document showing annual turnover for last three years.
- b) Documents in support of experience of bidder for project execution, and O&M and service network as per provisions mentioned Experience Criteria as in Clause 4.

The Qualification information for eligibility has to be provided very carefully since it will be a basis for the qualification of firms. Only relevant and to-the-point information shall be indicated. Applicants must not supply information not requested in the proposal documents nor make any comments.

Failure to provide any information may lead to the rejection of the offer.

COVER-C

16.4 Financial Bid/Price Bid

This shall contain only the price bid Rate for sale of water at Public places for:

- a) Litre (without Container).
- b) Premium per litre of water or cost shared by Concessionaire to GSCDL/GMC.
- c) Bidder to note that their quoted rate for sale of treated water per litre (Without container) shall not be more than Rupee One (Rs 1.00) per litre.
- d) Financial bid of the bidders quoting the rate of treated water above Rupee one (Rs 1.00) per litre shall be rejected.

17 Late Proposals

The system does not permit electronic submission of proposals after the due time and date.

PROPOSAL OPENING AND EVALUATION

18 Opening of Proposals by GSCDL

The CEO, GSCDL, GMC on behalf of GSCDL or his representative will open the proposals online in presence of Applicant (s) or their authorized representative(s) who may choose to be present at the time of proposal opening. The proposals shall be opened in two stages. In first stage the Qualification bid for eligibility determination shall be opened and evaluated. The financial part shall be opened of responsive proposals qualified by competent authority, at a later date, which will be informed online to all responsive and Qualified Applicants. In first stage, Cover "A&B" of the proposals will be opened. The Applicant's name, the status of deposition of earnest money, will be announced by the Proposal Opening Committee at the time of opening.

19 Preliminary Examination of Proposals

The contents of Cover “ B” of the individual proposals will be downloaded summarily in order to access their formal conformity and agreement with the instructions and guidance to the Applicants and the completeness. Any proposal not confirming to any of these requirements may be disqualified forthwith at the discretion of GSCDL.

20 Substantial Proposal & Technical Eligibility

20.1 Notwithstanding the preliminary examination, the GSCDL will determine the technical eligibility of the applicant. Technically eligible proposals are those, which meet the following requirements.

- a) Earnest money in the required format from a nationalized/scheduled bank is enclosed.
- b) Meeting the technical eligibility criteria as detailed in the Eligibility Criteria
- c) No deviations and reservations affecting the scope and quality of the work, limiting the rights of the GSCDL or the Applicants obligations, or whose rectification would affect the competitive position of the other substantial Applicant.

20.2 If an Applicant is not found to be technically eligible the bid will be rejected by GSCDL and will not be used for further evaluation.

20.3 The financial bid of technically eligible bidders shall only be opened.

21 Financial Evaluation

- a) The financial offer of the technically qualified Applicants will be opened at a date and time as informed. The technical specification/design given in the schedules or that negotiated shall only be used while execution of work.
- b) The CEO GSCDL or his/her representative will open the proposals in the presence of any Applicant(s) or their authorized representatives who choose to be present at the time of opening of financial proposals, and will enter the rate/amount of all proposals in the register of Opening of Proposals.
- c) The Concessionaire will give presentation along with financial analysis, cost break up, breakeven point of this project etc to GSCDL/GMC.
- d) Please refer to the Volume III for the format of the financial bid submission. Bidder offering maximum Premium (quoted rate per litre of treated water) shall be preferred bidder for award of work. Bidder to note that their quoted rate for sale of treated water per litre (Without container) shall not be more than Rupee One (Rs1.00) per litre. Financial bid of the bidders quoting the rate of treated water above Rupee one (Rs1.00) per litre in their financial bid shall be rejected

Advertisement by putting stickers or posters on water ATM for earning higher revenue shall be permitted.

- e) After 5 years of successful operation, rate of treated water can be increased by consultation with GSCDL. GSCDL holds the right either to accept or reject the increase in rate of treated water.

AWARD OF PROPOSAL

22 Contract award Criteria

Bidders shall bid Rs. 1 per litre of treated water (fixed), bidders providing highest premium per litre of water to GSCDL shall be considered as the lowest bidder. However, the acceptance of the proposal will rest with the competent authority that does not bind itself to accept the proposal, and reserves the right to accept or reject any or all the proposals received without assigning any reason.

23 GSCDL's Right to Accept Any Proposal and to reject Any or all Proposals

The acceptance of the proposal will rest with the GSCDL who does not bind itself to accept the proposal and reserves right to reject any or all of proposals received without assigning any reason.

The GSCDL's right to accept or reject any or all proposals at any time prior to award of contract, will not incur any liability, to the affected Applicants, of the grounds for the GSCDL's action.

24 Notification of Rate contract

Prior to the expiry of the period of proposal validity, the GSCDL will notify the successful Applicant that its proposal has been accepted. The notification of award will constitute the formation of the rate contract and Concessionaire agreement, for all legal purposes.

25 Signing the Contract Agreement

Within Thirty days from award of work by GSCDL, the successful Applicant shall sign the contract agreement. The following, duly filled in and signed documents, shall form the contract agreement:

- a) Agreement (format placed at Annexure- 9(DRAFT) along with Annexure-10 as Applicant of Works)
- b) Letter of award and any pre- award correspondence between GSCDL and the Applicant.
- c) Proposal documents (bearing stamp of the firm and initials of the authorized signatory for this proposal on behalf of the firm) Contained in:

Vol.-I: Instructions to bidders

Vol.-II: Scope of Work and Technical Specification, Annexure Proposal Drawings

Vol.-III: General conditions of contract

d) The proposal offer

25.1 On acceptance of the proposal, the name of the accredited representative(s) of the Applicant (with a photograph and signature attested) who would be responsible for taking instructions from the GSCDL / engineer in charge, shall be communicated to the Engineer in charge.

25.2 After acceptance of the proposal, the Applicant or all partners (in the case of partnership firm) or the authorized representative of the firm with a valid power of attorney will append photographs and signatures duly attested, at the time of execution of agreement.

25.3 If any Applicant, who having submitted a proposal does not execute the agreement or does not start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money and Security Deposit and other action under agreement.

25.4 Performance Security: The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of Managing Director, GSCDL, as required under the Concession Agreement. Value of Performance Security should be Rs. Forty two lakh Fifty Thousand (Rs 42.5 lakh). Performance security shall be valid till end of concession period.

26 Corrupt or Fraudulent Practices

The GSCDL defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in contract execution: and
- b) Fraudulent practice - means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the GSCDL and includes collusive practice among Applicants (prior to or after proposal submission) designed to establish proposal prices at artificial non- competitive levels and to deprive the benefits of free and open competition.

Any efforts by an Applicant to influence the GSCDL in the GSCDL's proposal evaluation, proposal comparison or contract award decisions may result in rejection of the Applicant's proposal.

The GSCDL will reject a proposal for award if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

27 Documents sanctity

All documents /certificates submitted by the Applicant on line, shall be considered by the GSCDL at the time of the prequalification and technical evaluation. If at any point of time on verification of the documents/certificates submitted by the bidder found to be false/fraud/fake/bogus/counterfeit etc. the contract shall be liable to be rejected and necessary action shall be taken against the Concessionaire/firm as per rule/law in force.

28 Code of Integrity

Any person participating in the procurement process shall –

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) not indulge in any collusion, Bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process

- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

29 Conflict of Interest

The Bidder participating in a bidding process must not have a Conflict of Interest

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

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

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

5.1 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

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

6.2 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		
	GST registration		
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 water as per **IS 10500-2012 specification of drinking water** which includes Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations for Period of Ten Years Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

With reference to your “**Request for Proposal for setting up of water as per IS 10500-2012 specification of drinking water** which includes Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations for Period of Ten 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 online / Bank Guarantee and Tender fee of INR [] online through NEFT/ RTGS in the <<Account details>>.
- 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 GSCDL0 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 Lead 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	GST number	
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	2016-17
Annual Turnover				

6.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place

Date

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of setting up of water ATM as per IS 10500-2012 specification of drinking water which includes Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations for Period of Ten 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 Lead 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.

(Authorized 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.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.7 Experience Certificate

EXPERIENCE OF BIDDER

..	Name of the work	Work Order			Date of completion of work	Details of Water ATM installed and provision of O&M		O&M period	
		No./ dt	Amount in Lakh	Name of Client		Type of Water ATM	No of Water ATMs	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 Water ATMs as awarded vide work order number.....dated.....costing Rs.....Lakhs 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 water ATM as per IS 10500-2012 specification of drinking water. This will include Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations for Period of Ten Years in **Gandhinagar**, 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 Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

6.9 Annexure 5 (a) – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone
Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to water ATMs services for <<name of the assignment>> to Gandhinagar 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 is 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 authorize 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.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____
and _____ .Dated this the _____ day of _____ 2017

(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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure-9: Form of Agreement (DRAFT)

This agreement made on the day of 2017 between the Managing Director, Gandhinagar Smart City Development Limited (herein after called "GSCDL") of the one part and (herein after called "Concessionaire") of the other part.

WHEREAS GSCDL is desirous for execution of work regarding **Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Gandhinagar City**, including maintenance for a period of seven years after installation in given locations within GSCDL.

WHEREAS the ----- has accepted a proposal of the Concessionaire for the execution, completion and maintenance of such work.

NOW THIS AGREEMENT WITNESSES as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract herein after referred to.

The following documents shall be deemed to form and be read and constructed as part of this agreement, viz :

- a) Form of agreement
- b) Letter of award and any pre award correspondence between GSCDL and the Applicant
- c) Proposal documents contained in :
 - Vol-I: Instructions to Bidders
 - Vol-II: Scope of work and Technical specification
 - Volume III: General Conditions of Contract
 - Volume IV: Price Bid

The work will be executed strictly according to specifications and drawings relating to the work as indicated in the RFP document. The schedule of items of work to be carried out will be as per approved RFP.

All correspondence and modifications of proposal offer and acceptance letter will form part of this agreement.

The Concessionaire hereby covenants with GSCDL to execute the work in conformity in all respects with the provisions of this Agreement.

IN WITNESS thereof the parties to these present have here to set and subscribed their respective hands the day, month and year first above written.

SIGNED for and on behalf of GSCDL

Witness

SIGNED for and on behalf of the Concessionaire Authorized Representative

Witness

Annexure-10: Applicant for works

I / We hereby submit the proposal for the execution of **Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs (18 no's) at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Gandhinagar City**, including maintenance for a period of Ten Years after installation in given locations within GSCDL. I / We have visited the site of work and am / are fully aware of all the difficulties and conditions likely to affect carrying out the work. I / We have fully acquainted myself / ourselves about the conditions regarding accessibility of site and the extent of ground, working conditions including stacking of materials, installation of tools and plants, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

a)	General description:	Designing, financing, constructing / installing, operating and maintaining of Water ATMs (18 no's) and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Gandhinagar City
b)	EMD Bid Security	Rs. Eight Lakhs Fifty Thousand (Rs 8.50 Lakhs) as mentioned in RFP

Time allowed for the completion of the work (to be reckoned from the 10th day after the date of written order to commence the work) is as per proposal document. I/We hereby agree to abide by and fulfil in the terms and provisions of the conditions of the contract annexed hereto and of the detailed notice for technical and financial bids, or in default thereof, to forfeit and pay to GSCDL, the sum of money mentioned in the said conditions.

a) A sum of Rslakh is forwarded herewith in the form of bank draft/ FDR as Earnest money. This amount of earnest money shall absolutely be forfeited to GSCDL, should I/We fail to commence the work specified in the above memorandum.

**Signature of witness
Concessionaire
Witnesses address & occupation
Concessionaire**

**Signature of
Address of**

Date

The above proposal is hereby accepted by me on behalf of GSCDL