

**REQUEST FOR PROPOSAL FOR  
IMPLEMENTATION OF  
STREET LIGHT POLES UNDER  
“PROJECT JYOTI-PHASE II”  
SCHEME**

**ON  
DESIGN, BUILD, OPERATE AND  
MAINTAIN BASIS IN GUWAHATI**



**Guwahati Smart City Limited,  
Guwahati, Assam**

**Volume I: Instruction to BIDDERS**

**Tender Notice No. SPV/GSCL/DEV/184/2021/11 dated 04-08-2021**

## IMPORTANT KEY DATES

S. No.	Activity	Deadline
1	Release of RFP	04-08-2021, 1500 hrs onwards
2	Last date of receipt queries on RFP	10-08-2021 Up to 1600 hrs
3	Pre-Bid Meeting, Date, Time and Venue	<p>The pre-bid meeting will be held on 13-08-2021 at 14.30 hrs in GSCL Office.</p> <p>Pre-bid meeting will also be conducted online. BIDDERS who wish to attend the pre-bid meeting through the online mode may do so by the link to be provided by GSCL. The link will be provided at least one day prior to the pre-bid meeting.</p> <p>Link to attend the pre-bid meeting through online mode will be provided to the bidders who submit their pre-bid queries within the date and time stipulated in the RFP.</p>
4	Posting of response to queries	20-08-2021 on website <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
5	Last date for online submission of Bids	25-08-2021 Up to 1500 hrs
6	Last Date of Physical submission of Bid (Receipt of online deposit of Tender Fee, EMD and Technical Bid) in Hard Copy	26-08-2021 Up to 1100 hrs
7	Date of opening of Technical Bids	26-08-2021 after 1500 hrs
8	Date of opening of Price Bids	To be notified later to the qualified BIDDERS

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## **1.0 Introduction**

1.1 The Government of India has 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.

Guwahati is one of the fastest growing urban cities of India. Due to an increased pace of development in the past decade, the city has expanded in all directions along with its road network. Presently the coverage of street lights within Guwahati is low. As a Smart city initiative, GSCL is in process to improve the coverage by installing street light poles in all lanes and by-lanes of Guwahati. GSCL is planning to install street lighting poles under “Project Jyoti- Own Your Street Light” scheme.

“Project Jyoti – Own Your Street Light” is a Unique scheme launched by Govt. of Assam to help individual Plot Owners to Own a street light within their plot premises. Under this scheme the Govt. shall install a 5m light pole with LED luminaire (max up to 16 W), and other associated accessories like Power Cables/ Earthing Wires, Timer Switch, Earth Leakage Circuit Breaker (ELMCB), Junction Box (JB) etc. on the request of the Plot Owner and maintain it. The cost of the supply, installation and maintenance of the pole and accessories shall be borne by the Govt. The Plot Owner is required to pay the charges for monthly electrical consumption of that light and take care of the security of the pole.

GSCL intends to invite Request for Proposal for Design, Supply, Installation, Comprehensive Operation and Maintenance of Street poles and Luminaries with all fittings for period of Three (03) year.

## **2.0 Brief Contents of Request for Proposal**

The Request for Proposal (RFP) consists of Volumes viz.

### **2.1 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.

### **2.2 RFP Volume 2: Scope of work including Specifications & Technical Drawings**

Volume 2 of the RFP provides information related to Scope of work for BIDDER, BIDDERS obligations, Employer’s Requirements and Specifications

### **2.3 RFP Volume 3: General Conditions of Contract**

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

### **2.4 RFP Volume 4: Schedule of Price Bid**

Volume 4 contains Price Schedule; BIDDER has to quote his rates in the schedules.

### 3.0 RFP Bid Data Sheet

Table 1: BID Data sheet

BID DATA SHEET		
S. No.	Item	Description
1.	Scope of Work	Design, Supply, Installation, Maintenance of Project Jyoti Light pole and luminaire with all fittings on Design, Build & Operate basis, with Comprehensive Operation & Maintenance period of Three (03) Years
2.	Method of Selection	<b>Technically Qualified Lowest Evaluated (L1) BIDDER</b>
3.	Availability of RFP Documents	Download from ( <a href="http://www.gscl.assam.gov.in">www.gscl.assam.gov.in</a> ) & <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> Online Tender Submission On <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
4.	Employer/Authority	Guwahati Smart City Limited (GSCL) 4 <sup>th</sup> Floor, Aditya Tower, G.S. Road, Opp. Down Town Hospital, Dispur, Guwahati-781006, Assam.
5.	Officer inviting Bids / Bid Opening Authority	Managing Director, Guwahati Smart City Limited
6.	Estimated Tender Amount	<b>Rs. 20,46,50,296/-</b> <i>(Rupees Twenty Crores Forty Six Lakhs Fifty Thousand Two Hundred &amp; Ninety Six only)</i> (Estimated Tender amount shall consist of Construction Cost plus Operation and Maintenance cost for Three (03) year).
7.	Period of Completion	365 days from the date of Award of Contract
8.	Defect liability period	One year from satisfactorily completion of Project and issuance of Commissioning Certificate
9.	Operation and Maintenance Period	Three (03) years from satisfactorily completion of Project and issuance of Commissioning Certificate
10.	Date of Issuance of RFP	04-08-2021, 1500 hr onwards

BID DATA SHEET		
S. No.	Item	Description
11.	Bid Document Fee (Non-refundable)	<b>Rs. 20,000/-</b> (Rupees Twenty Thousand only) To be deposited online through E-procurement portal
12.	Earnest Money Deposit (EMD)	<b>Rs. 40,94,000 /-</b> (Rupees Forty Lakhs Ninety Four Thousand Only), to be deposited online through E-procurement portal
13.	Last date of receipt queries on RFP	10-08-2021, Up to 1600 hrs
14.	Pre-Bid Meeting, Date, Time and Venue	The pre-bid meeting will be held on 13-08-2021 at 14.30 hrs in GSCL Office.  Pre-bid meeting will also be conducted online. BIDDERS who wish to attend the pre-bid meeting through the online mode may do so by the link to be provided by GSCL. The link will be provided at least one day prior to the pre-bid meeting.  Link to attend the pre-bid meeting through online mode will be provided to the bidders who submit their pre-bid queries within the date and time stipulated in the RFP.
15.	Posting of response to queries	20-08-2021, on website <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
16.	Last Date and time for on line bid submission	25-08-2021, Up to 1500 hrs
17.	Last Date of Physical submission of Bid (Receipt of online deposit of Tender Fee, EMD and Technical Bid) in Hard Copy	26-08-2021, Up to 1100 hrs
18.	Date of opening of Technical Bids	26-08-2021, after 1500 hrs
19.	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the last date of bid submission.



BID DATA SHEET		
S. No.	Item	Description
20.	Retention Money	5 (%) percent of each Interim payment certificate will be deducted as retention amount and will be returned as mentioned in clause 40
21.	Performance Security	5 (%) percent of Awarded Contract Amount in form of Bank guarantee valid up to completion of operation & maintenance.
22.	Currency	Currency in which the BIDDERS may quote the price and will receive payment is Indian Rupees (INR) only.
23.	Name and Address for Correspondence	Office of Guwahati Smart City Limited (GSCL)- 4 <sup>th</sup> Floor, Aditya Tower, G.S. Road, Opp. Down Town Hospital, Dispur, Guwahati-781006, Assam. <a href="mailto:mdsmartguwahati@gmail.com">mdsmartguwahati@gmail.com</a> <a href="http://www.gscl.assam.gov.in">www.gscl.assam.gov.in</a>
24.	Joint Venture	Allowed. Maximum Two (2) Members in Joint Venture
25.	Place of Arbitration	Guwahati, Assam
26.	Help Desk Assistance (e-Procurement Cell)	For any assistance for Online Fees or Bids Submission from Assam e-Procurement Cell, Bidders may contact the e-Procurement Cell at following numbers: 1800-2121-18866 (Ext. 2) and 0361-2347144/7188 (From 10:00 AM – 5:00 PM)

#### 4.0 **Scope of work**

The scope of work for this project under Project Jyoti Scheme shall include the following;

- 4.1 Execution of Design, manufacturing, inspection & testing at manufacturer's works in accordance with approved Quality Assurance Plan(QAP), packing, delivery to site; handling at site including unloading, shifting from point of unloading to store, storage and from store to the installation site, cleaning, assembly & touch up painting, transporting to the installation site; installation at individual site, testing & commissioning; of street light pole within the premises of the Consumer at various locations within the project boundary area consisting of 5 m GI swaged tubular pole, LED light fitting, 24 hr time switch, ELMCB, earthing and cabling as specified.
- 4.2 The CONTRACTOR shall carry out the preliminary field investigation of BENEFICIARY Applicant's premises upon the receipt of applications from GSCL/ GSCL representative to check its eligibility in compliance with the Project Jyoti requirements.
- 4.3 Battery limit of the BIDDER starts from the outgoing of the consumer tariff meter till the street light pole including civil foundation, dressing on the wall/ column or lay the cable buried in HDPE pipe as required from the pole to the connection point.
- 4.4 All mounting and foundation supports and hardware with accessories for installations. All civil works associated with installations of the above equipment like excavation, concreting and back filling of soil for preparation of equipment foundation/ laying of HDPE pipe for cable laying; embedment, chipping, punching, making holes, openings in walls, etc. are included in the scope of works. The CONTRACTOR will be responsible for carting away of all excess soil to designated location as per instructions from GSCL
- 4.5 Any other equipment which are not specifically listed in this specification but are necessary to make the system complete and functional in all respect as per requirement and statute shall be deemed to be included in scope. All design shall comply with the project requirements as specified.
- 4.6 All SAFETY considerations in design and manufacturing for safe operation & maintenance and safe practices during installation at site shall be in the scope of the BIDDER. Cost towards accomplishing the same shall be included in the BID price and no extra claim shall be entertained later.
- 4.7 All design shall comply with the project requirements as specified.
- 4.8 BIDDER shall design the Light pole including the civil foundation with desired Output (Lux Level) and submit the same in the technical Proposal for evaluation purpose along with full technical specification, the Specified Test certificates & data sheets of the selected Luminaire and other components including pole, time switch, ELMCB, Junction Box, mounting arrangement, cabling and earthing arrangement, Civil Foundation etc.
- 4.9 BIDDER shall give a Proof of Concept for the pole as per the offered design at a desired site as decided by the GSCL to demonstrate the material offered, designed lux level and wattage consumed, Junction Box, earthing and support arrangement provided etc. All necessary

measuring instruments & arrangements shall be made by the BIDDER along with the latest valid calibration certificates of the Instruments from an NABL Accredited Laboratory.

- 4.10 A detailed Approach & Methodology write up on Project Execution as well as Operation & Maintenance shall be submitted in the Technical Proposal and presented by the Nominated Team Leader during evaluation of BIDDERS.
- 4.11 Maintaining a ward wise Status Dashboard on the progress of the project and submission of periodic report on weekly basis to ULB.
- 4.12 All Liaison activities for obtaining required mandatory approvals/ NOCs from Statutory Authorities as applicable for drawings & documents, initiation of works, charging and commissioning of equipment and system etc. are within the scope of works.
- 4.13 Liaison with APDCL for connection to the light pole which needs to be tapped from the outgoing of the Consumer's Tariff meter.
- 4.14 Carry out joint Inspection, Testing, Commissioning and Performance demonstration of the each pole and submission of Field Test Reports, Commissioning Reports, Performance Reports and Work Completion Report of each Light Pole system with photograph for review & approval by GSCL after completion of each individual Job.
- 4.15 Submission of all "As Built" drawings, Data sheets, etc. after execution and commissioning of the equipment and systems as specified above.
- 4.16 Comprehensive Operation and maintenance of street light Poles for a tenure as specified in the RFP including setting up of call centre; maintaining service teams, spare parts and providing service 365 days as per the Service Level Benchmark specified. The same shall also include the following;
- (a) Appropriate up-keeping, maintenance, and operation of all components, and ensure smooth functioning of the light pole throughout the entire contract period.
  - (b) After completing life of equipment or any component thereof, the same equipments shall be replaced with new hardware of same or better specifications free of cost within the Contract period.
  - (c) During the Operation and Maintenance period, if any hardware needs to be replaced, the same will be replaced with same or better OEM and with same or higher hardware free of cost.
- 4.17 Manning a control room from 9 AM to 9 PM, 365 days and Monitoring the entire system and reporting the same appropriately to the GSCL
- 4.18 Maintaining a Dash board & records regarding the operational status/ history of each Light Pole, No of Complaints, resolution status, Preventive maintenance status and submission of periodic report on weekly basis to ULB.
- 4.19 **Total number of poles to be installed under this RFP is 10000 nos.**
- 4.20 **The Work clearance shall be given for minimum 1000 nos. or more at a time as per the receipt of applications.**

5.0 **Instruction to BIDDERS**

- 5.1 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the BIDDERS who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The BIDDER shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP document shall be binding on the GSCL nor confer any right on the BIDDERS, and the GSCL shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.
- 5.2 CONTRACTOR may carry out Project Site visits/ inspections/ testing at their own cost.
- 5.3 The CONTRACTOR has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 5.4 All information supplied by BIDDER may be treated as contractually binding on the BIDDER on successful award of the assignment by GSCL on the basis of this RFP document.
- 5.5 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Agreement has been executed by or on behalf of GSCL. Any notification of Successful BIDDER/agency status (including issue of a Letter of Intent) by GSCL shall not give rise to any enforceable rights by the BIDDER/agency. GSCL may cancel this public procurement at any time prior to a formal written Agreement being executed by or on behalf of GSCL.
- 5.6 This RFP document supersedes and replaces any previous public documentation and communications, and BIDDER/agencies should place no reliance on such communications.
- 5.7 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the BIDDER/agency shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- 5.8 It shall be deemed that by submitting a Bid, the BIDDER has:
- 5.8.1 Made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
- a) Received all relevant information requested from the GSCL;
- b) Made a complete and careful examination of the various aspects of the Project including but not limited to:
- a) Source of construction power supply and water supply; space for setting up of construction office and storage space for material; space for Setting up office cum helpdesk center during O&M period
- b) Conditions affecting transportation, access, disposal, handling and storage of materials;
- c) All other matters that might affect the CONTRACTOR's performance under this RFP document;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the GSCL relating to any of the matters referred to in this RFP document;

- d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc.
- 5.9 All the assets and Software along with its associated information shall become the property of GSCL after it is commissioned and approved.
- 5.10 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 GSCL's requirements. BIDDERS and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 5.11 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 GSCL on the basis of this RFP.
- 5.12 Deleted.
- 5.13 Bids shall be received by the GSCL 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 GSCL may, at its discretion, extend this deadline for submission of offers by issuing an addendum and uploading the same on e-procurement portal.
- 5.14 Facsimile offers and other offline mode offers will be rejected.
- 5.15 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.
- 5.16 The BIDDERS are required to upload their tenders on <https://assamtenders.gov.in> portal only. GSCL shall not be held responsible for the delay, if any, in the non-receipt of the same.
- 5.17 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.
- 5.18 All the qualification information shall be submitted through prescribed forms and statements given in the Annexure of bid 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 submission.
- 5.19 If the Bid is submitted by a Joint Venture, the Joint Venture entity will be responsible to execute the contract and work order will be issued in name of Joint Venture entity. A certified copy of the Joint Venture Agreement in prescribed form as specified in RFP document shall be submitted along with the bid.
- 5.20 If the Bid is submitted by a Joint Venture, the bid documents uploaded / submitted to GSCL shall be in the name of Joint venture entity.

5.21 The Bill of Quantity provided shall not be read isolation but shall be read in conjunction with the entire tender document. No claims for having quoted without entire consideration shall be entertained.

## 6.0 **Eligible BIDDERS**

6.1 Bidder may be a natural person / firm / Limited Liabilities Partnership Firm under the LLP Act 2008 / company registered under Company Act '1956 / 2013'/ any legal entity or any combination of them with a formal intent to enter into a Joint venture agreement or under an existing agreement to form a Joint Venture.

The Sole BIDDER / Lead BIDDER in Joint Venture should have valid registration certificates in Class-I category or equivalent category of CPWD / APWD/ MES / State PWD / PSUs/ Railways/ Municipal Corporations and Development Authorities of Indian State. The Sole BIDDER / Lead BIDDER of JV shall have a valid Electrical Contractor's license registered with Government of Assam or equivalent Registration in any State Government/ Central Government / PSU.

6.2 The BIDDER should have completed projects related to Urban & Rural street lighting / High mast lighting including erection of poles, luminaries, feeder pillars and cabling & earthing during last five financial years **(100% of Project cost to be considered)**

AND/OR

External cabling and earthing works related to Lighting in Building / Township projects **(10% of Project cost to be considered)**

AND/OR

Electrical transmission line works for APDCL including erection of poles, earthing and associated civil works **(40% of Project cost to be considered)**

Worth of amount not less than **Rs 4.50/- Cr** within last five financial years.

BIDDER shall submit Certificate for successful completion of work duly signed by the Competent Authority from Client (Engineer-in-Charge, not below the rank of Executive Engineer). The BIDDER shall also submit Attested copy of Letter of Award / Work Order / Purchase Order along with completion certificate. The Bidder should have completed such projects with Government/ Semi- Government organizations/ Private organizations or Corporate.

6.3 The BIDDER should have satisfactory installed and commissioned at least **800 Nos.** or more street light poles with luminaries in last five (5) financial years.

BIDDER shall submit Certificate for successful completion of work duly signed by the Competent Authority from Client (Engineer-in-Charge, not below the rank of Executive Engineer). The BIDDER shall also submit Attested copy of Letter of Award / Work Order along with completion certificate.

6.4 The Original Equipment Manufacturer (OEM) shall mean an Entity or a firm who is the Manufacturer. The OEM shall have its own NABL accredited laboratory and shall have experience in Smart City project and shall be APWD approved. Such **OEM must have a sale of**

**minimum 5000 nos. of LED Street light Luminaires in single work order during last Five (5) years** in any city, with any government/ semi-government organizations/ Private organizations or Corporate.

In case the Bidder is a successful bidder on Award of work by GSCL, the bidder should signed Memorandum of Understanding (MOU) with such Original Equipment manufacturer (OEM) who satisfies the requirement as mentioned above and submit the same to GSCL. MOU should be as per format mentioned in Annexure 13 of this document.

- 6.5 Original Equipment Manufacturers (Whose equipment/materials will be installed in the project) should give backup guarantee for the entire contract period (including O & M period) with full replacement and repairing support. **During the Tendering stage the bidder should submit the undertaking that such MOU will be signed with OEM in case, he is found to be successful bidder and work is Awarded to him.** During the tendering stage bidder should submit credentials of such OEM's along with all required documents and experience certificates duly signed by the Competent Authority from Client (Engineer-in-Charge, not below the rank of Executive Engineer). in support of requirement as mentioned in Clause No. 6.4 above.

After award of the work, failure of Bidder to sign such MOU with OEM, GSCL reserves the right to terminate the contract.

- 6.6 The BIDDER should have an Average Annual Turnover from only Construction works of minimum **Rs. 6,14,00,000/-** over the three financial years out of last five financial years.
- 6.7 Turnover of previous year and cost of completed / executed similar nature of work/ O&M shall be given additional weight age of ten percent per year to bring them to current price level (FY 2021-2022) to account for price escalation as illustrated below:

**Table 2: Price escalation**

<b>Financial Year</b>	<b>Turnover/ Cost of Executed work/O&amp;M</b>	<b>Effective cost of executed work at previous completed financial year's price level</b>
2016-2017	E	1.61x E
2017-2018	D	1.46 x D
2018-2019	C	1.33 x C
2019-2020	B	1.21 x B
2020-2021	A	1.10 x A

- 6.8 BIDDER / Lead BIDDER shall demonstrate, **dedicated Line of Credit made available for this project, for the amount equivalent to minimum Rs. 2.05 /-Cr.** as per the attached format.
- 6.9 The BIDDER should not have been Black-Listed by Central Government, State Government or any PSU, Autonomous Body,

Authority, Agency by whatever name called under the Central Government, any State Government, Union Territory or Urban Local Body as on Bid submission date. The BIDDER should provide Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by BIDDER's authorized signatory.

- 6.10 Any bidder who has been convicted by a court of law for criminal activities including but not limited to organized crime or gangster activities or Mafia or Goonda or Anti-social activity in the last 5 years (till the date of NIT) is not eligible to bid. If it is established that any bidder has been convicted by a court of law, his bid shall be automatically cancelled.
- 6.11 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any PSU, Autonomous Body, Authority, Agency by whatever name called under the Central Government, any State Government, Union Territory or Urban Local Body.
- 6.12 The BIDDER should provide incorporation certificates to GSCL to authenticate the entity of Firm/Company/ Joint Venture Entity.

#### 7.0 **Joint Venture**

- 7.1 Joint venture consortium of Maximum Two (2) firms/ members / companies, as partners shall be allowed for the works.
- 7.2 All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:
- 7.3 A Joint Venture Agreement must be submitted along with the BID in which minimum share of **Lead member shall not be less than 51%** and share of **other member, individually shall not be less than 20%**.
- 7.4 All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.
- 7.5 During the bidding stage the BIDDERS intending to form Joint ventures shall submit Joint venture agreement in prescribed form as specified in RFP document. All the terms and conditions related to Joint venture shall be as per Tender document.
- 7.6 In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other CONTRACTOR (other than present JV partner), the portion of the work (physically and financially) of the CONTRACTOR included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose.
- 7.7 Lead member of JV should have valid registration certificates in Class-I category or Equivalent of CPWD/ APWD/ MES/ State PWD/ PSUs/ Railways/ Municipal Corporations and Development Authorities of Indian State.
- Lead member of JV shall have valid Electrical Contractor's license registered with Government of Assam or equivalent Registration in any State Government / Central Government / PSU.
- 7.7.1 The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the completion of the



work, if the work is awarded to the JV entity, the same JV entity shall be maintained till the satisfactory completion of the contract. This undertaking shall be submitted on Stamp paper of appropriate value signed by authorized signatory, which shall be notarized.

- 7.7.2 In case of BIDDER participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the GSCL and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture entity which will be considered as "Legal Entity" as far as this Bid/ Contract is concerned.
- 7.7.3 The Bid, and in case of a successful Bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners.
- 7.7.4 Lead partner shall be declared as Prime BIDDER authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
- 7.7.5 The member in charge/Authorised Signatory with power of attorney shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period and O & M.
- 7.8 All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned in Joint Venture Agreement as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,
- 7.9 A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture entity shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non-prescription, the JV agreement will be declared as invalid and the Bid will be treated as non-responsive.
- 7.10 In case of Joint Venture, eligibility criteria shall be collectively satisfied as follows;
- A. Financial Strength - (Clause No. 6.6)**
- In case the BIDDER is a Joint Venture Consortium, the Criteria to be satisfied by each of the Joint Venture members in proportion of their Financial stake in Joint venture.
- B. Similar Nature of works - (Clause No. 6.2)**
- In case the BIDDER is a Joint Venture Consortium, the criteria can be satisfied by either single member or collectively.
- C. Physical Criteria of Works - (Clause No. 6.3)**
- In case the BIDDER is a Joint Venture Consortium, the criteria can be satisfied by either single member or collectively.
- 7.11 Each JV member shall have required registration certificate, existence of company as per tender requirement. Each member shall satisfy these requirements separately

- 7.12 The CONTRACTORS participating in the name and form of a Joint Venture entity shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture entity, each of the members of the Joint Venture entity shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.
- 7.13 In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.
- 7.14 The JV partners shall also need to be registered anywhere in India.
- 7.15 The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to upload the tender document in the name of JV only, if he wants to apply.
- 7.16 No BIDDER applying individually or as a member of a consortium, as the case may be, can be member of another Bid.
- 8.0 **Compliant Bids/Completeness of Bid**
- 8.1 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.
- 8.2 Failure to comply with the requirements of the RFP may render the Bid non-compliant and the Bid may be rejected. BIDDERS must:
- a) Include all documentation specified in this RFP, in the Bid
  - b) Follow the format of this RFP while developing the Bid and respond to each element in the order as set out in this RFP
  - c) Comply with all requirements as set out within this RFP
- 9.0 **BIDDER to Inform**
- 9.1 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 GSCL in writing in order that such doubt may be removed or clarifications are provided.
- 10.0 **Bid Preparation Costs**
- The BIDDER shall bear all costs associated with the preparation and submission of its Bid and for their participation in the entire bidding process. The GSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 11.0 **Pre-Bid Meeting & Clarification**
- 11.1 BIDDER's Queries
- 11.1.1 Any clarification regarding the RFP document and any other item related to this project can be submitted to GSCL as per the submission mode and timelines mentioned in the Bid Data sheet. The

Pre-Bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

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

11.1.3 BIDDERS must submit their queries as per the format mentioned in – Annexure-1.

11.2 Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum

11.2.1 Pre-bid meeting will be held in GSCL office as per date and time mentioned in the bid data sheet. BIDDERS can also attend the pre-bid meeting through online mode as mentioned in the bid data sheet. The meeting link will be shared at least one day prior to the meeting. Any request for clarification/ queries or modification of the bidding documents shall be formally responded by GSCL by Issuing Corrigendum/Addendum. No further clarifications shall be entertained after the date and time of submission of queries.

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

11.2.3 Any modifications in the RFP Documents, shall be made by GSCL exclusively through a corrigendum/ addendum. Any such corrigendum/ addendum 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 GSCL.

11.2.4 Any corrigendum/ addendum issued by GSCL, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the Bid Data sheet. Any such corrigendum/ addendum shall be deemed to be part of RFP.

12.0 **RFP Document Fee**

12.1 RFP can be downloaded from the website URL mentioned in the Bid Data Sheet.

12.2 A non-refundable fee of Rs. 20,000/- (INR Twenty Thousand Only) shall be made towards the cost of tender processing fee through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

12.3 The tender fee shall be non-refundable.

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

13.0 **Earnest Money Deposit (EMD)**

13.1 The bid document must be accompanied by the Earnest Money Deposit of Rs. 40,94,000/- (Rupees Forty lakhs Ninety Four Thousand only) through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

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

- 13.2 The EMD may be forfeited in any of the following circumstances:
- a) If a BIDDER withdraws its Bid during the period of Bid validity or as extended by mutual consent of the respective BIDDER and GSCL.
  - b) The BIDDER engages in any kind of corrupt, fraudulent, coercive, restrictive and undesirable practices as specified.
  - c) In case of a successful BIDDER, if the BIDDER fails to sign and return the duplicate copy of the LOI/LOA, fails to submit the performance bank guarantee and/or fails to sign the contract in accordance with this RFP within specified time period as mentioned in RFP/Corrigendum/Addendum.
- 13.3 The decision of GSCL regarding the above forfeiture of the EMD shall be final and binding upon all the BIDDERS.
- 13.4 BIDDERS shall mention the Beneficiary account details for EMD refund as required for refund. BIDDER shall submit copy of cancelled cheque of the beneficiary account for EMD Refund.
- 13.5 In case of forfeiture of the EMD as prescribed above, the particular BIDDER shall not be allowed to participate in the rebidding process of the same project.
- Note:** For details regarding online deposit of Tender Processing Fee and EMD, bidder may refer the document "Instruction for Online EMD & Tender Processing Fee Payment" uploaded along with this RFP document.
- 14.0 **Bid Validity Period**
- 14.1 Bid shall remain valid for the time period mentioned in the Bid Data Sheet.
- 14.2 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/her Bid.
- 14.3 In case the tendering process/public procurement process has not been completed within the stipulated period, GSCL may request the BIDDERS to extend the validity period of the Bid as suitable.
- 15.0 **Contents of Bid**
- 15.1 The two Bids system shall be followed. Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

**Table 3: List of Bid content**

Envelop set (For Hard Copy)	Name of document	Content
One	RFP Document fee & Earnest Money Deposit (EMD)	Online Fee Deposit receipt of RFP Document Fee and Bid Security/Earnest Money Deposit (EMD)
Two	Qualification cum Technical Bid with Technical Proposal	With all supporting documents required for meeting the qualification criteria as mentioned in Bid document
Three	Technical Bid for "Implementation Of Street Light Poles Under Project Jyoti-Phase II Scheme on Design, Build, Operate and Maintain Basis in Guwahati"	Envelop One + Envelop Two
No Document	Financial/Price Bid	To be submitted online through E-procurement Portal.

- 15.2 Please note that prices should not be indicated in the Technical Bid but should only be indicated in the Financial/Price Bid.
- 15.3 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.
- 15.4 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.
- 15.5 All pages of the Bid shall be initialed and stamped by the person (or persons) who sign the Bid.
- 15.6 Power of attorney on signing the document in name of person who signs the documents should be submitted to GSCL
- 15.7 BIDDER shall submit technical Bid in hard copy which shall be properly bound and all pages shall be sequentially numbered.

- 15.8 Failure to submit the Bid before the submission deadline specified in the Bid Data Sheet would cause a Bid to be rejected.
- 16.0 **Technical Proposal**
- 16.1 As a part of Technical proposal the BIDDER should submit following things as mentioned below for Evaluation of his technical proposal:
- 16.1.1 The Dialux design report for the Luminaire offered & installation drawing of the street light along with pole including its 3D view and full technical specification.
- 16.1.2 The Type test reports of LED Luminaire shall include the following test reports not older than Five (5) years from recognized Third party NABL accredited lab.
- a) IES-LM-79 Reports
  - b) IES-LM-80 Report for LED Chip
  - c) BIS/CRS Registration Certificate for IS 10322 (Part 5 Sec 3) for Driver and Luminaire separately.
  - d) Resistance to humidity, Dust and Moisture
  - e) Insulation resistance test/ electrical strength
  - f) HV test
  - g) Over voltage protection
  - h) Surge protection
  - i) Reverse polarity
  - j) Temperature rise Test
  - k) Colour Rendering Index measurement test
  - l) Heat resistant test
  - m) Fire retardant Test (Including Wiring)
  - n) Test for IP 66 protection
  - o) Test report confirming to Impact resistance
  - p) Endurance Test
  - q) Life Test
  - r) Photometric Measurements Test Report (IES LM 79)
  - s) LED Lumen Maintenance Test Report (IES LM 80) (As provided by LED manufacturer)
  - t) Vibration test as per ANSI
  - u) Drop Test
- 16.1.3 Driver/ Control gear Data sheet, Third party NABL accredited Lab type test reports of the driver as follows;
- a) Over voltage protection
  - b) Open circuit protection
  - c) Short circuit protection
  - d) Surge protection
  - e) Over temperature protection

- 16.1.4 Undertaking with LED Luminaire OEM whose product is being offered by the BIDDER for the project, Experience Certificates for Supply of Luminaire & Smart City projects, Inhouse NABL accredited laboratory certificate and APWD approval certificate.
- 16.2 Technical Details & Data Sheets of the offered including LED Luminaire and other components like pole, time switch, ELMCB, Junction Box, cable & cable laying, earthing arrangement, Civil Foundation etc. offered for the project.
- 16.3 A detailed Approach & Methodology write up on Project Execution, Project management and Comprehensive Operation & Maintenance during the contract period; deployment of resources, compliance to the Service Benchmarks; maintenance of Service team, spares, call centre set up, its operation, deployment of special tools to expedite implementation and reduce downtime during O&M, Predictive/preventive maintenance, training and documentation, handing over procedure etc.
- 16.4 Details regarding the similar Projects executed.
- 17.0 **Bid Formats**
- 17.1 Pre-Qualification Bid Format

**Table 3- Bid content check list**

S. No.	Heading	Details
1.	Pre-qualification checklist	As per format provided in this document
2.	Pre-qualification Bid Covering letter	As per format provided in this document
3.	About BIDDER	As per format provided in this document
4.	Legal	1. Copy of Certification of Incorporation/ Registration Certificate 2. PAN card 3. Tax Registration Certificates
5.	Annual turnover and net worth	Details of annual turnover and net worth with documentary evidence
6.	Line of Credit	As per format provided in this document
7.	Self-certificate for non-blacklisting clause	As per format provided in this document
8.	Power of attorney	As per format provided in this document
9.	Project experience	As per Qualification criteria

S. No.	Heading	Details
		prescribed
10.	No deviation certificate	As per format provided in this document
11.	Total responsibility certificate	As per format provided in this document
12.	Anti-collusion certificate	As per format provided in this document
13.	MoU with OEM	As per format provided in this document

17.2 **Financial/Price Bid Format**

**BIDDER shall submit the Price Bid online through e-procurement portal website only.**

18.0 **Language**

18.1 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 BIDDER. For purposes of interpretation of the documents, the English translation shall govern.

19.0 **Authentication of Bids**

19.1 An authorized representative (or representatives) of the BIDDER shall initial all pages of the pre-qualification, technical and Price Bids.

19.2 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.

20.0 **Amendment of Request for Proposal**

20.1 At any time prior to the due date for submission of Bid, GSCL 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/ addendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

20.2 It shall be the responsibility of the prospective BIDDER(s) to check the Authority's website <https://assamtenders.gov.in> from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, GSCL shall not be responsible.

20.3 In order to allow prospective BIDDERS a reasonable time to take the amendment into account in preparing their Bids, GSCL, at its



discretion, may extend the deadline for submission of Bids. Such extensions shall be uploaded on website of the authority.

**21.0 Bid Price**

21.1 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.

21.2 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.

21.3 Price quoted by BIDDER shall be inclusive of all taxes e.g., **Goods and Services Tax (GST)** and other taxes, if applicable, under any rule. No claim whatsoever in this context shall be entertained.

**22.0 Deviations and Exclusions**

22.1 Bid 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.

22.2 If a BIDDER submits No deviation certificate and also Deviations in their submissions then the No deviation certificate shall supersede the Deviations and the same shall be considered for evaluation. However, Bids with deviation(s) are liable for rejection.

**23.0 Tax Liabilities**

23.1 The successful BIDDER shall be responsible for all the necessary statutory taxes, statutory dues, local levies etc. to be paid to the Govt./ Statutory Bodies/ Authorities etc., for the services rendered by it. There will be no liability upon GSCL whatsoever on any account reimbursement.

23.2 The Successful BIDDER shall indemnify GSCL from any claims that may arise from the statutory Authorities.

23.3 The successful BIDDER shall ensure enforcement of Applicable laws including labor laws, minimum wages laws etc. and at no point should draw GSCL into any kind of litigation on these grounds.

**24.0 Total Responsibility**

24.1 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.

**25.0 Late Bids**

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

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

25.3 GSCL 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.

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

26.0 **Right to Terminate the Process**

26.1 GSCL may terminate the RFP process at any time and without assigning any reason. GSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

27.0 **Non-Conforming bids**

27.1 A Bid may be construed as a non-conforming Bid and ineligible for consideration;

27.2 If it does not comply with the requirements of this RFP

27.3 If a Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

28.0 **Acceptance/Rejection of Bids**

28.1 GSCL reserves the right to reject in full or part; any or all Bids; without assigning any reason thereof. GSCL reserves the right to assess the BIDDER's capabilities and capacity. The decision of GSCL shall be final and binding.

28.2 Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

28.3 In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, GSCL reserves the right to reject the Bid and forfeit the EMD.

28.4 Information submitted is illegible, blurred, scribbled and not readable. Information submitted in language other than ENGLISH

28.5 If there is any discrepancy in the Price Bid, it will be dealt as per the following:

28.5.1 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.

28.5.2 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.

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

28.5.4 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 GSCL, the Bid is liable to be disqualified.

28.6 However, GSCL reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

28.7 In the event that the GSCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible CONTRACTORS to submit fresh Bids hereunder.

29.0 **Confidentiality**

- 29.1 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 lead BIDDER and Joint Venture entity members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as given in Bid document.
- 29.2 Information relating to the examination, clarification, evaluation and recommendation for the CONTRACTORS shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GSCL in relation to or matters arising out of, or concerning the Bidding Process. The GSCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The GSCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the GSCL or as may be required by law or in connection with any legal process.
- 29.3 The GSCL or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the CONTRACTOR/agency regarding any forbidden disclosure.
- 30.0 **Disqualification**
- 30.1 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) Price Bid is enclosed with the same document of 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.
- 31.0 **Fraud and Corrupt Practices**
- 31.1 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, GSCL 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, GSCL 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 GSCL for, inter alia, time, cost and effort of GSCL, in regard to the RFP, including consideration and evaluation of such BIDDER's Bid.

- 31.2 Without prejudice to the rights of GSCL under clause above and the rights and remedies which GSCL may have under the LOI or the Agreement, if a BIDDER is found by GSCL 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 GSCL during a period of 3 years from the date such BIDDER is found by GSCL to have directly or through an agent, engaged or indulged in any prohibited practices.
- 31.3 For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 31.4 "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 GSCL 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 GSCL, 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 -LOI 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 GSCL in relation to any matter concerning the project;
- 31.5 "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- 31.6 "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;
- 31.7 "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by GSCL 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

31.8 “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.

32.0 **Conflict of Interests**

32.1 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, GSCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to GSCL for, inter alia, the time, cost and effort of GSCL including consideration of such BIDDER’s Bid, without prejudice to any other right or remedy that may be available to GSCL hereunder or otherwise.

32.2 GSCL requires that the BIDDER provides solutions which at all times hold GSCL’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 GSCL.

33.0 **Right to vary quantity and Change of scope of work**

33.1 BIDDER to note that the GSCL shall have the right to vary the quantity as mentioned in the Price Bid BOQ (Bill of Quantity). Nothing extra shall be paid over and above the rate quoted in the Bid for any increase / decrease in the quantities with reference to that mentioned in the Price Bid BOQ (Bill of Quantity). 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 Bid document.

33.2 If the GSCL procures lesser quantity 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 Bid document.

33.3 GSCL reserves the right to decrease or omit any work from the scope of project. It is in BIDDER’s obligation to execute the work as instructed by the GSCL and will not be compensated for such decrease or omission in scope of tendered works. The payment for change of scope and extra item shall be made as per the schedule of rates (SOR) as approved by GSCL and for non SOR items the rates will be paid as per approved rates based on rate analysis approved by GSCL. GSCL, may ask the BIDDER to submit rate analysis with market rates with minimum three supporting quotations from suppliers. No Change of Scope shall be executed unless the GSCL has issued the Change of Scope Order.

Total value of all change of Scope orders / Increase in Quantity shall not exceed Ten (10) percent of Approved Contract Amount.

34.0 **Withdrawal, Substitution and Modification of Bids**

34.1 A BIDDER may withdraw its Bid or re-submit its Bid (technical and/ or Price) as per the instructions/ procedure mentioned at e-Procurement website

34.2 Bids withdrawn shall not be opened and processed further.

35.0 **Site Visit**

35.1 The BIDDER shall visit the site and examine the site or sites for availability of required area, accessibility of the sites, traffic, location surroundings, climate & weather data, availability of power, water and other utilities for construction, handling and storage of materials, Applicable Laws and regulations, and any other information/matter considered relevant by them at its own responsibility and risk, for preparing the Bid and entering into the contract for design & construction of the works including Comprehensive Operation and Maintenance period of Three years. The costs of visiting the site or sites shall be at the BIDDER's own expense.

36.0 **Selection Process for BIDDER**

36.1 Opening of Bids

36.1.1 The Bids shall be opened by GSCL in presence of those BIDDERS or their representatives who may be present at the time of opening.

36.1.2 The representatives of the BIDDERS should be advised to carry the identity card and 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 Bid.

36.1.3 There will be three Bid-opening events (1) RFP Document fee & Bid Security/EMD, (2) Technical Bid, (3) Financial/Price Bid.

36.1.4 The date and time for opening of Technical Bid shall be as per Bid Data Sheet & opening of Price Bid would be communicated to the qualified BIDDERS.

36.2 Preliminary Examination of Bids

36.2.1 GSCL 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 GSCL and shall not be included for further consideration.

36.2.2 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) Not submitted within Bid due date including any extensions by GSCL
- c) Without bid security/EMD
- d) Received without the letter of authorization (Power of Attorney)
- e) Doesn't contain all the information as requested in the RFP
- f) Found with suppression of details
- g) The Bid is submitted with subjective conditional offers and partial offers
- h) Non-compliant to any of the clauses mentioned in the RFP
- i) Bids submitted without signature and seal
- j) With lesser Bid validity period
- k) No Deviation declaration not submitted

l) **Non-submission of complete technical proposal.**

36.3 Clarification on Bids

36.3.1 During the Bid evaluation, GSCL 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.

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

36.4 Evaluation Process

36.4.1 GSCL 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.

36.4.2 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 confirmations on their Bids.

36.4.3 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.

36.5 The steps for evaluation are as follows:

36.5.1 Stage 1: Pre-Qualification

GSCL shall validate the Set 1 "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)". Technical and Price Bids for those BIDDERS who don't pre-qualify will not be opened. Price 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.

36.5.2 Stage 2: Technical Evaluation

a) Set 2 "Technical Bid" will be evaluated only for the BIDDERS who succeed in Stage 1.

b) Criterion of evaluation of technical Bids

a) GSCL 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 GSCL's discretion.

b) The BIDDER's technical solutions proposed in the Bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned.

c) BIDDER shall be invited for presentation on overall understanding of proposed project, offered product and solution, Approach & Methodology for execution and O&M during the contract tenure, Project Team Structure, Project

Financing including suggested work break down structure on assignment with timeline.

**Table 4 – Evaluation Criteria**

S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
1.	<p>Experience:</p> <p>The BIDDER should have completed projects related to</p> <p>i. Urban &amp; Rural street lighting / High mast lighting including erection of poles, luminaries, feeder pillars and cabling &amp; earthing during last five financial years</p> <p>AND/ OR</p> <p>ii. External cabling and earthing works including Street poles related to Building / Township projects</p> <p>AND/OR</p> <p>iii. Electrical transmission line works for APDCL including erection of poles, earthing and associated civil works.</p> <p>Worth of amount not less than <b>Rs. 4.50/-</b> Crore within last five financial years.</p> <p>Note: 100% of the project cost for criteria (i), 10% of the Project cost for Criteria (ii) and 40% of the Project cost for Criteria (iii) shall be considered for evaluation.</p>	15	<p>BIDDER shall submit Certificate for successful completion of work duly signed by the Competent Authority from Client (Engineer-in-Charge, not below the rank of Executive Engineer). The BIDDER shall also submit Attested copy of Letter of Award / Work Order / Purchase Order along with completion certificate. The Bidder should have completed such projects with Government/ Semi-Government organizations/ Private organizations or Corporate.</p>
2.	<p>No. Of Lighting poles:</p> <p>The BIDDER should have installed and commissioned nos. Of lighting poles with luminaries in last five financial years</p> <p>Above 800 nos. Up to 1000 Nos. – 10 marks</p> <p>Above 1000 Nos. and up to 3000 nos. – 12 marks</p> <p>Above 3000 Nos. and more. – 15 marks</p>	15	<p>BIDDER shall submit Certificate for successful completion of work duly signed by the Competent Authority from Client (Engineer-in-Charge, not below the rank of Executive Engineer). The BIDDER shall also submit Attested copy of Letter of Award / Work Order / Purchase Order along with completion certificate. The Bidder should have completed such projects with Government/ Semi-Government organizations/ Private organizations or Corporate.</p>
3.	<p>Financial strength:</p> <p>The BIDDER should have average annual turnover of minimum <b>Rs. 6.14 Cr.</b></p>	15	<p>Audited financial statements for the last five financial years. Certificate from the statutory</p>



S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
	<p>over the last three financial year.</p> <p>Greater than or equal to 6.14 Cr. and upto 8 Cr. – 10 marks</p> <p>Above 8 Cr. and upto to 10 Cr.– 12 marks</p> <p>Above 10 Cr.– 15 marks</p>		<p>auditor on turnover details shall be provided for last five (5) financial years.</p>
4.	<p>Prior Work experience of Similar Nature of Works/Project as specified in Cl 6.2 accomplished in any North East States during last Five (5) financial years to be complied by Sole Bidder/ Any member of JV.</p> <p>Projects valued up to 5 Cr.– 3 marks.</p> <p>Projects valued More than 5 Cr.- 5 marks.</p>	5	
5.	<p><b>Submission of Technical Proposal:</b>            Technical proposal shall include-</p> <p>Actual design with Dialux design report &amp; drawing of the street light pole with all accessories. - 5 marks.</p> <p>3D view of the proposed light pole with all accessories. - 3 marks.</p> <p>Submission of Type test reports from Third party recognized NABL accredited lab for LED Luminaire and Driver as mentioned in Clause No. 16.1.2 and 16.1.3- 2 marks</p> <p>Data sheets of LED Luminaire, LED Chip, Pole, Time switch, ELMCB, Junction Box, cable as specified in the requirement of technical specification. -2 marks</p> <p>Undertaking with OEM for supply of LED Luminaire, Experience Certificates for Supply of Luminaire &amp; Smart City projects, Inhouse NABL accredited laboratory certificate and APWD approval certificate. - 3 marks</p> <p>A detailed Approach &amp; Methodology write up on Project Execution, Project management and Operation &amp; Maintenance during the contract period; deployment of resources, compliance to the Service Benchmarks; maintenance of Service team, spares, call centre set up, its operation, deployment of special tools</p>	25	

S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
	to expedite implementation and reduce downtime during O&M, Predictive/preventive maintenance, training and documentation, handing over procedure etc.-10 marks		
6.	<p>Presentation on project:</p> <p>BIDDER will be asked to give presentation on the following;</p> <p>The BIDDER shall brief about his organizational structure; past experiences in the field related to the project and its financial strength. - 5 marks</p> <p>The BIDDER shall demonstrate the design and offered product and its relevance to the project. -10 marks</p> <p>The BIDDER shall demonstrate capacity &amp; capability; approach and methodology for execution of the project from planning to commissioning and O&amp;M thereafter, for the required number of street lights as per the RFP.-10 marks</p>	25	<p>Presentation on the project shall be given by Nominated Project Manager proposed in Project Team Structure.</p> <p>It is mandatory for a bidder to include all the Sub Clauses in his presentation specified herein. If Bidder fails to demonstrate with the subclauses in his Presentation, GSCL will consider the bid as Non-responsive and the bid will be rejected.</p>

Note: It is mandatory for the BIDDER to comply with all the criteria for Technical Evaluation. BIDDERS not complying to this requirement is liable to be rejected.

**BIDDERS with an Overall Technical score of 70 marks or more in the Technical Evaluation Framework as mentioned above will qualify for the Proof of Concept (PoC) stage. PoC should be as per requirements of Clause No. 4.9 of this document. GSCL shall evaluate the bidders in accordance with the requirement of clause on 'Pass' or 'Fail' basis. Bidder with the grade 'Fail' shall not be qualified for further evaluation and his financial bid will not be opened. Bidder with the Grade 'Pass' will be considered as a technically qualified bidder and his Financial bid will be opened.**

### 36.5.3 Stage 3: Price Bid Evaluation

- (a) All the technically qualified BIDDERS will be notified to participate in Price Bid opening process.
- (b) The Price Bids for the technically qualified BIDDERS shall then be opened on notified date and time and reviewed to determine whether the Price Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSCL's discretion.
- (c) Price Bids that are not as per the format shall be liable for rejection.
- (d) The Bid price shall include all taxes & duties and shall be in Indian Rupees.
- (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, GSCL may require that the amount of the performance security be increased at the expense of the successful BIDDER to a level sufficient to protect GSCL 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 GSCL, which shall be final, binding and conclusive on the BIDDER.

#### 36.5.4 Total Bid Evaluation

The selection criteria shall be based on Technically Qualified Lowest Evaluated (L1) BIDDER.

#### 37.0 **Award of Contract**

37.1 GSCL 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.

#### 38.0 **Signing Of Contract**

38.1 After the notification of award, GSCL will issue Letter of Intent (LOI)/Letter of Acceptance (LOA). Accordingly, a contract shall be signed between Successful BIDDER and GSCL or the agency designated by GSCL. As an acceptance of the LOI/ LOA, the BIDDER shall sign and return back a duplicate copy of the LOI/ LOA to GSCL or the agency designated by the GSCL. The BIDDER shall return the duplicate copy along with a Performance Bank Guarantee within next fifteen (15) days from the date of issuance of LOI / LOA.

38.2 Issue of LOA shall not be construed as any right given in favor of the Successful BIDDER, and GSCL reserves the right to annul the process of award, including signing of contract, of this project without any liability or obligation for such annulment, and without assigning any reason there to.

38.3 On receipt of the Performance Bank Guarantee, GSCL or the agency designated by GSCL shall execute a Contract Agreement with the Successful BIDDER within next fifteen (15) days. Date of signing the

Contract Agreement shall be deemed as the date of Commencement of work.

38.4 Failure of Successful BIDDER to sign the Contract Agreement will be cause of forfeiture of performance security by GSCL and GSCL reserves the right to Award the work to next best value BIDDER or call for new bids.

38.5 Notwithstanding to the contrary mentioned above, GSCL at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful BIDDER, provided the same is bona-fide.

38.6 The BIDDER should intimate the list of team member to GSCL to handle the work order. The BIDDER should ensure that he fully familiarizes with the terms and conditions of the tender, scope of work and the guidelines.

39.0 **Performance Bank Guarantee (PBG)**

39.1 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 GSCL. The PBG shall be from a nationalized bank having branch at Guwahati in the format prescribed in tender document payable on demand at Guwahati, for the due performance and fulfillment of the contract by the BIDDER.

39.2 This Performance Bank Guarantee shall be for an amount equivalent to 5% of total contract value valid up to the end of operation and maintenance period.

39.3 If the qualified BIDDER fails to furnish the performance bank guarantee (PBG) within the above said period, GSCL may at its own discretion cancel the Letter of Intent issued to the successful CONTRACTOR without giving any notice and the EMD remitted by him will be forfeited to GSCL. His tender will be held void.

39.4 PBG shall be invoked by GSCL under following conditions;

- (a) In the event the Successful BIDDER fails to perform the contractual responsibilities and obligations as set out in the RFP to the complete satisfaction of GSCL
- (b) If GSCL incurs any loss due to the negligence of the CONTRACTOR in carrying out the project implementation as per the agreed terms and conditions
- (c) If information of documents furnished by Successful BIDDER is found to be misrepresented, incorrect or false, turns out to be misleading or untrue, accidentally, unwittingly or otherwise in any material respect

39.5 The PBG furnished by the Successful BIDDER in respect of his contract will be returned to BIDDER at the end of the contract period subject to satisfaction to the GSCL regarding performance and meeting all the following conditions;

- (a) After successful completion of the project including implementation and O&M of all the services for the duration of the contract period
- (b) Payment of all the penalties, if any throughout the implementation, operation and maintenance period

- (c) Payment of all fees as per agreement along with penalties, if any
  - (d) Successful handing over of all the assets and services including all hardware & software in working conditions at the end of service or contract period
  - (e) On production of clearance certificate on all the above
- 39.6 In case the project is delayed /extended beyond the period of completion as mentioned in tender document, the performance bank guarantee shall be accordingly extended by the BIDDER till completion of scope of work at his own cost.
- 39.7 In case the scope of work as specified in the contract is extended by GSCL, the BIDDER shall submit additional Performance Bank Guarantee as required within 10 days of such extension.
- 39.8 In case of bank guarantee of any nationalized bank is furnished by the Successful BIDDER to GSCL, as part of the performance security and the bank goes into liquidation or, for any reason is unable to make payment against the said performance bank guarantee, the loss caused thereby shall fall on the Successful BIDDER and the Successful BIDDER shall forthwith, on demand, furnish additional security to GSCL to make good the deficit.
- 39.9 The liability or obligation of the bank under the bank guarantee shall not be affected or suspended by any dispute between the GSCL and the Successful BIDDER, and the payment, under the bank guarantee by the bank to GSCL shall not wait till disputes are decided. The bank shall pay the amount under the guarantee, without any demur, merely on a demand from GSCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the Successful BIDDER. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the bank guarantee.
- 39.10 The guarantee will not be discharged due to the change in the constitution of the bank or the Successful BIDDER. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the bank within the period stated in the performance bank guarantee including the extended period.
- 39.11 In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.
- 40.0 **Retention money**
- 40.1 5 (%) percent of each Interim Payment certificate will be deducted as retention money. The retention money will be returned in three parts -
- (a) 20 (%) percent of the amount will be paid after successful commissioning & issuance of commissioning certificate.
  - (b) 20 (%) percent of the amount will be paid after successful completion of Defects Liability Period
  - (c) 60 (%) of the amount shall be paid in equal installments after successful completion of Operation and Maintenance for each year during Operation and Maintenance Period of Three years
- 41.0 **Delivery Schedule**

- 41.1 The milestones and deliverables for the implementation of the project would be as follows:

**Table 5 – Delivery Schedule**

<b>Activity</b>	<b>Time of Completion (days)</b>
<b>Signing of Agreement</b>	<b>T0</b>
<b>Manpower deployment</b>	<b>T0+15 days</b>
<b>Office Set up</b>	<b>T0+30 days</b>
<b>Design &amp; Drawing approval</b>	<b>T0+50 days</b>
<b>Commencement of execution</b>	<b>T0+55 Day</b>
<b>End of Commissioning</b>	<b>T0+365 days</b>
<b>Operation and Maintenance</b>	<b>T0+365 days + 1095 days (3 Yrs)</b>

42.0 **Failure to Agree with the Terms and Conditions of the RFP document**

42.1 The performance of CONTRACTOR will be continuously reviewed by GSCL to maintain the terms & conditions as specified in this RFP document. Based on the review, if the CONTRACTOR fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the termination of the Contract Agreement may be initiated by giving 30 days notice as cure period and if it is not cured within 30 days then GSCL will terminate the Contract Agreement by giving further notice of 30 days. GSCL's decision in this regard will be final.

42.2 In case of termination of this Contract Agreement, GSCL shall have the right to avail services of any other CONTRACTOR to continue the project without any hindrance from CONTRACTOR and the CONTRACTOR has to provide all necessary assistance for smooth switch over. GSCL will not pay any charges to the CONTRACTOR. Differential cost to be borne by original CONTRACTOR.

42.3 In addition, GSCL reserves the right to appropriate the EMD / Performance Bank Guarantee given by the CONTRACTOR and black-list the CONTRACTOR.

42.4 Failure of the Successful CONTRACTOR to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event GSCL may take a decision to re-issue the RFP document. In such a case, GSCL shall invoke the PBG of the Successful CONTRACTOR.

43.0 **Terms of Payment**

The Contractor shall submit the project plan and Procurement plan for approval of GSCL. The material should be procured as per approved procurement plan and after getting approval from GSCL. In the event the contract is terminated for reasons as appropriated by Employer, the CONTRACTOR shall be liable for payment for only those quantities which have been cleared for procurement.

### **Interim and Final Payment**

Interim Payment: - Bidder shall submit monthly payment certificate for the work executed. Payment shall be made not later than 30 (Thirty) working days from the date of submission of such Interim Payment Statement by the Bidder to the Authority for certification subject to the submission being not required to be revert back for corrections.

Payment breakup of approved rate per unit no. of LED Smart Street Lighting pole:

#### **1. For Item no 1.01 of price Bid BOQ**

- (a) On satisfactory completion of Foundation work required for erection of pole- 40%**
- (b) On satisfactory installation of pole including all luminaries and fittings- 40%**
- (c) On satisfactory testing and commissioning of pole- 20%**

#### **2. For Item no 1.02, Item 1.03, Item 1.04 and Item 1.05 of BOQ**

- (a) On satisfactory execution – 80 % (Payment will be done on Prorate basis)**
- (b) On satisfactory testing and commissioning of Pole - 20%**

#### **3. Operation and Maintenance- Every Quarter in equal installments based on quoted prices of Operation and Maintenance for that year**

Final Payment-

After completion of all works and on issuance of commissioning certificate for entire project, the bidder shall submit Final Payment Statement to the Employer. Payment shall be made not later than 60 (Sixty) days from the date of submission of Final Payment Statement.

The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by GSCL whatsoever.

Payment shall be done only after certification from GSCL ENGINEER or GSCL appointed ENGINEER.

#### **44.0 Loss and Theft of Property**

- 44.1** The CONTRACTOR shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue the services under the scope of RFP document available for use. If CONTRACTOR fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied as per Penalty Clause for not meeting the desired level of Service Level. If the level of services goes below the minimum level as prescribed in the Service Level Benchmark then GSCL will get it done at risk and cost of the CONTRACTOR or take any suitable action including termination of Contract Agreement.

45.0 **Miscellaneous**

- 45.1 GSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) Consult with any BIDDER in order to receive clarification or further information;
  - c) Retain any information and/ or evidence submitted to the GSCL by, on behalf of, and/ or in relation to any BIDDER; and/ or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any BIDDER.
- 45.2 It shall be deemed that by submitting the Bid, the BIDDER agrees and releases the GSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 45.3 The CONTRACTOR shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.
- 45.4 In the event of any restrictions being imposed by the GSCL security agencies, traffic agencies, or any other authority in the working area, CONTRACTOR shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under
- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
  - b) The CONTRACTOR/agency shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;
  - c) Labour huts/ stay of workmen will not be allowed at project area and in GSCL area;
  - d) The CONTRACTOR shall be responsible for behaviour and conduct of its staff. The CONTRACTOR shall engage no staff with doubtful integrity or having a bad record;
  - e) The workers of the CONTRACTOR should strictly observe code of conduct and manner befitting security. If any employee of the CONTRACTOR fails to observe proper conduct, the CONTRACTOR shall be liable to remove him from deployment, immediately on receipt of the instructions of the GSCL;
  - f) The CONTRACTOR shall be responsible for the conduct and behaviour of its workers employed for the work;



- g) The GSCL shall have the right to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc.;
- h) The GSCL shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the CONTRACTOR consequent upon any injury/ mishap.
- i) In case of Epidemic like situation, it will be under CONTRACTOR's obligation to follow and Implement all the guidelines issued from relevant Government authorities and GSCL during Construction as well as during Comprehensive Operation and Maintenance Period. The Contractor shall incorporate, practice and implement related measures such as safety, hygiene, sanitization, create awareness amongst the workforce and sanitize them about the measures that need to be followed, any other measures as per prevailing guidelines issued to Contractor.

46.0

**Annexure 1 – Template for Pre-Bid Queries**

BIDDER shall submit all Pre-Bid queries in excel in the following format

Sr. No.	RFP Volume & Section / Clause	RFP No.	Page	Contents in RFP	Clarification Sought

47.0 **Annexure 2 – Formats for Submission of the Pre Qualification Cum Technical Bid**

47.1 Technical Bid checklist

Sr. No.	Checklist Items	Compliance (Yes or No)	Page No. And Section No. in Bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Bid Covering letter		
4.	Incorporation/ Registration Certificate		
5.	PAN card		
6.	GST Registration Certificate (Central and State)		
7.	Audited financial statements for the last five (5) financial years		
8.	Line of Credit		
9.	JV Agreement		
10.	Power of Attorney		
11.	Declaration of non-blacklisting		
12.	Experience Certificate		
13.	No Deviation Certificate		
14.	Total Responsibility Certificate		
15.	Anti Collusion Certificate		
16.	Undertaking to be submitted as per Clause No. 6.5 (Attached is the MoU format- Annexure 13 for reference)		
17.	Technical proposal as per Clause No. 16 of Volume I		

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

Bidder to submit the required documents as per checklist, failing which his bid will be considered as Non responsive and his financial bid will not be opened.

47.2 Bid Covering Letter

Date: dd / mm / yyyy

To,

[ ]

Sub: Request for Proposal for Design, Supply, Installation, Maintenance of Project Jyoti Light pole and luminaire with all fittings on Design, Build & Operate basis, with Comprehensive Operation & Maintenance period of Three (03) Year

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

Dear Sir,

With reference to your request for proposal for “Design, Supply, Installation, Maintenance of Project Jyoti Light pole and luminaire with all fittings on Design, Build & Operate basis, with Comprehensive Operation & Maintenance period of Three (03) Year” we hereby submit our qualification Bid, Technical Bid and Price Bid for the same.

We hereby declare that:

We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever additional criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of agency/BIDDER for providing services.

We have submitted EMD of INR [ ] and Tender fee of INR [ ] online as per e-procurement guideline.

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying tender are true copies of their respective originals.

We agree to abide by our offer for a period of 180 days from the last date of bid submission. Bid prescribed by authority and that we shall remain bound by a communication of acceptance within that time.

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.

In the event of acceptance of our Bid, we do hereby undertake to complete the work in accordance with tender requirement and as per scope of work mentioned in Tender document. We also confirm inclusion of the following:

All other works and services ancillary or related to the full completion of the Works in accordance with the Authority/Employer’s requirements as stipulated in the RFP document

To undertake the Construction works for entire contract period from the date of signing of the contract as mentioned in the RFP document.

We affirm that the prices quoted are inclusive of design, build and operate consisting of Comprehensive Operation and Maintenance period of three years inclusive of all out of pocket expenses, taxes, levies discounts etc. inclusive of all taxes.

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.

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.

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:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

47.3 Company profile

Brief company profile (required for both BIDDER / Lead member)

Sr. No.	Particulars	Description
1	Name of BIDDER	
2	Legal status of BIDDER (Company, Pvt. Ltd., LLP, firm etc.)	
3	Main business of the BIDDER	
4	Registered office address	
5	Incorporation date and number	
6	GST Registration Certificate	
7	PAN details	
8	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	EMD details	
11	Certificate of Incorporation	

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

47.4 Financial Turnover

The financial turnover of the company is provided as follows:

(To be submitted by Sole BIDDER as well as all members of Joint venture)

	2016-17	2017-18	2018-19	2019-20	2020-21
Annual Turnover					

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

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

48.0 **Annexure 3: Declaration of Non-Blacklisting**

(To be provided on the Company letter head)

(To be submitted by Sole BIDDER as well as all members of Joint venture)

Declaration for BIDDER:

Place

Date

To,

[         ]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal Design, Supply, Installation, Maintenance of Project Jyoti Light pole and luminaire with all fittings on Design, Build & Operate basis, with Comprehensive Operation & Maintenance period of Three (03) Year.

.

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

Dear Sir,

We confirm that our company or firm / entity, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by Central Government, the State Government or any PSUs, Autonomous Body, Authority, Agency by whatever name called under the Central Government, any State Government, Union Territory or Urban Local Body 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:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.



49.0 **Annexure 4: No Deviation Certificate**

(To be submitted by Sole BIDDER as well as Lead BIDDER of Joint Venture)

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 and technical requirements specification) or financial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

50.0 **Annexure 5: Total Responsibility Certificate**

(To be Submitted by Sole BIDDER as well as all members of Joint Venture)

This is to certify that we undertake the total responsibility for the defect free operation of the proposed construction works 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:

Business

Address:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

51.0 **Annexure 6: – Formats for Experience Certificate** (To be submitted by Sole BIDDER / all members of Joint venture)

**Statement – A** -Statement showing the similar works completed in the last Seven (7) years as well as Qualifying Works as per clause 6.1 to 6.4 in last Five (5) yrs.

Sr .No.	Name of Department / CLIENT with Address	Name of work	Estimated cost of work put to tender	Contract Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work completed /commissioned /work in progress	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Reference page no of Supporting Documents
						Target Date	Completion Date		Original Y M	Extended Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

Note: Attested Copies of Work Order, Performance Certificate and Completion Certificates from Competent Authority (ENGINEER In charge, not below the rank of Executive ENGINEER) should be attached in respect of each work as a supporting document It is mandatory to furnish details in this format only.

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

**Statement – B**

(To be submitted by Sole BIDDER as well as all members of Joint venture)

Statement showing the similar works in hand / work in progress

S r. N o .	Name of Depart ment / CLIE NT with Addre ss	Na me of wor k	Esti mate d cost of work put to tend er	Con trac t Am ount	Dat e of awa rd of con trac t	Target date of completion of work as per contract and date of completion of work if completed		Act ual Am oun t of wor k don e	Time limit in year and months		Reas ons for delay in comp letion of work	Refer ence page no of Supp orting Docu ment s
						Tar get Da te	% Pro gres s till Dat e		Ori gin al Y M	Exte nde d (if any) Y M		
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11

Note:-

Attested copies of work order from issuing authority have to be attached.

It is mandatory to furnish details in this format only.

In case of Joint venture the above form shall be filled by The JV members separately

Signature:

Name:

Designation:

Address:

Seal:

Date:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

**Statement – C**

**PROJECT TEAM STRUCTURE**

**BIDDER's Name:**

Sr. No.	Name	Photo	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
			Project Manager			
			Site ENGINEER			
			Site Supervisor			

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date:

Note: Self Attested Copies of Educational & experience Certificates shall be attached along with CV & undertaking of individual member. It is mandatory to furnish details in this format only. Enclosure: (a) Photograph, (b) Educational Certificates, (c) Experience Certificates.

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

**Statement – D**

Details of other team member (technical and non technical) to be employed for the project

Sr. No	Designation	Total number	Number available for this work	Name	Qualification	Professional experience of details of work carried out.	How these would be involved in this work.	Remarks.
1	2	3	4	5	6	7	8	9

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

52.0

**Annexure 7: Anti-Collusion Certificate**

(To be submitted by Sole BIDDER as well as all members of Joint venture)

We hereby certify and confirm that in the preparation and submission of our Bid for Design, Supply, Installation, Maintenance of Project Jyoti Light pole and luminaire with all fittings on Design, Build & Operate basis, with Comprehensive Operation & Maintenance period of Three (03) Year in State of Assam 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 this Bid.

(Signature of the BIDDER)

Printed Name

Designation

Seal:

Date:

Place:

Office Address with contact details:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid

53.0

**Annexure 8: 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 provide construction works for <<name of the assignment>> to name of authority (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 BIDDER 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:



Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

This bank guarantee shall be valid up to <Insert Expiry Date>)

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)

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid

54.0

**Annexure 9: 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 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 Joint Venture Entity)

**Our firm is a Lead BIDDER of the Joint Venture of \_\_\_\_\_,**  
**\_\_\_\_\_ Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2021**

(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: (To be executed by all the members individually)

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.

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

55.0 **Annexure 10 – Bank guarantee for Earnest Money Deposit**

Deleted.

56.0 **Annexure 11 - Format for Line of Credit**

(Sample format for evidence of access to or availability of credit facilities)

**BANK CERTIFICATE**

This is to certify that M/S ----- is a reputed company with a good financial standing. If the contract for the work, namely, ----- is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs.----- to meet their working capital requirements for executing the above Contract.

Signature of Senior Bank Manager \_\_\_\_\_

Name of the senior Bank Manager \_\_\_\_\_

Address of the Bank -----

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

57.0

**Annexure 12 - Format for Joint Venture Agreement** (To be notarized on stamp paper of appropriate value)

The Joint Venture agreement made and entered into at \_\_\_\_\_ (place) on \_\_\_\_\_ day of \_\_\_\_\_ (YEAR) by and between.

Firm A (Name with address of the registered office) -Lead Bidder

Firm B (Name with address of the registered office) – Member Bidder

Firm C (Name with address of the registered office) – Member Bidder

(2) Definitions: In this deed the following words and expressions shall have the meaning set out below.

"The Employer" shall mean MD, Guwahati Smart City Limited (GSCL)

"The Works" shall mean

\_\_\_\_\_ (Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.

"The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.

"The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

Joint Venture (J.V):

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

Witnesses: Whereas Employer has invited tenders from intending BIDDERS and has permitted a group of firms (not exceeding three) forming a Joint Venture to eligible to be a BIDDER. And whereas MD, Guwahati Smart City Limited (MD, GSCL) \_\_\_\_\_ party of the first part and \_\_\_\_\_ party of the Second part/third part(if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing \_\_\_\_\_ and whereas

Parties of the first and Second part /third part(if applicable) reached understanding to submit pre-qualified/ tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;

That the operation of this Joint Venture firm concerns and is confined to the work of \_\_\_\_\_ of Guwahati Smart City Limited (GSCL)

The name of the Joint Venture firm for convenience and continuity shall be: \_

\_\_\_\_\_The Address of Joint Venture for communication shall be as under.:

\_\_\_\_\_The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.

That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.

\_\_\_\_\_ firm shall be the lead company in charge of the Joint Venture for all intents and purpose.

In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,

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

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

Internal responsibilities and liabilities:

The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.

The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the

individual's party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.

The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.

The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non-performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.

None of parties have joined in any other Joint Venture for the said works.

Responsibilities and liabilities of Joint Venture towards the employer:

Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.

Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;

Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

Site management:

The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the \_\_\_\_\_(J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.

The \_\_\_\_\_(Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.

Termination of the Agreement:

This agreement shall be terminated in the following circumstances:-

The employer awards the contract for the work to the other BIDDER.

The employer cancels the work to award the contract.

On completion of the Operation and Maintenance period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.

No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as MD, Guwahati Smart City Limited (GSCL).

Financial matter:

Bank Account in the name of the Joint Venture will be opened with nationalized Bank having branch at Guwahati to be operated by an individual signatory as decided mutually by the Joint Venture partners.

All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.

None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.

Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.

Negotiation : Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.

Legal jurisdiction: All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at Guwahati.

Insurance:

The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.

The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

No change shall be made in this agreement without prior written consent of the employer and other party. However if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.

Default and withdrawals from the Joint Venture: In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and/or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.

All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party. In witness whereof the parties have caused their duly authorized representatives to sign below.

Witness:



Signed for and on behalf of Firm-A (Lead Bidder)

Date Seal

Witness:

Signed for and on behalf of firm-B (Member Bidder)

Date Seal

Witness:

Signed for and on behalf of firm-C (Member Bidder)

Date Seal

Witness:

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

58.0

**Annexure 13 - Format for MEMORANDUM OF UNDERSTANDING (MOU) with OEM for reference purpose. (Undertaking to be submitted as per Clause No. 6.5 separately.)**

This MEMORANDUM OF UNDERSTANDING hereinafter referred to as MoU made on\_\_ Day \_\_\_\_\_ (month and year) at \_\_\_\_\_ by and between.

(Name of Original Equipment Manufacturer (OEM) with address) \_\_\_\_\_, represented by \_\_\_\_\_ Authorized Signatory, which expression shall unless repugnant to the subject or context include its administrators, Successors and assigns.

(Name of BIDDER with Address)\_\_\_\_\_, represented by\_\_\_\_\_(Authorized Signatory), which expression shall unless repugnant to the subject or context includes its administrator, successor and assigns

Hereinafter referred to as "Parties" in the collective sense and each of which is referred to as "\_\_\_\_\_(Name of Original Equipment Manufacturer (OEM))" & "\_\_\_\_\_(Name of BIDDER)" in the individual sense.

WHEREAS Guwahati Smart City Limited (hereinafter referred to as Employer) is executing following work:

Name \_\_\_\_\_ of \_\_\_\_\_ Project:

\_\_\_\_\_ (hereinafter referred to as the ("project"))

WHEREAS if the said project is awarded to "\_\_\_\_\_"(Name of BIDDER) to execute the said project and it would also need Electrical materials such as LED Smart Street Lighting Luminaries and we the "\_\_\_\_\_"(Name of BIDDER) hereby enter into this MoU with "\_\_\_\_\_"( Name of Original Equipment Manufacturer (OEM))\_\_\_\_\_" for timely execution of \_\_\_\_\_ (Name of Project) and as per the tender conditions and both the parties would be responsible for their respective scope for works during execution of the said projects and operation and maintenance of the same project till the end of the contract period as per the Bidding Documents. The overall aggregate liability of the OEM shall be limited to their respective scope of works as per the final contract.

IN WITNESS WHEREOF all the parties mentioned herein above have signed this MOU on the day, month and year first above mentioned.

No change shall be made in this agreement without prior consent of Employer and other party. However, If the Employer direct the parties to make changes in MOU agreement so as to fulfill the tender condition / requirement, the parties shall discuss with the employer and shall mutually agree for such changes as may be required to be made in the agreement.

Total number of days for supply of Electrical materials shall be \_\_\_\_\_ days from the date of work order. We hereby declare that the supply of Electrical materials for the Project will be ensured by us (within \_\_\_\_\_ days) as per the above mentioned schedule. We are

aware that, in case the above schedule is not met with by us, we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non fulfillment of assured supply of Electrical materials.

All support including up-gradation and updation of the software shall be carried out, if the system is implemented, all through the contract period without any additional cost implication and also extended period if agreed upon.

For, (Name of BIDDER)

For, (Name of Original Equipment  
Manufacturer (OEM))

Authorised Signatory

Authorised Signatory

Note: Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.