

**REQUEST FOR PROPOSAL FOR  
IMPLEMENTATION OF  
“SMART STREET LIGHTING”**

**For Spine Roads in Guwahati  
On  
Design, Build & Operate Basis**



Guwahati Smart City Limited,  
Guwahati, Assam

Tender Notice No. ....

Dated: ...../...../.....

**Volume I: Instruction to Bidders**

## IMPORTANT KEY DATES

S. No.	Activity	Deadline
1	Release of RFP	30-01-2018, 1500 hrs onwards
2	Last date of receipt of queries on RFP	07-02-2018, 1600 hrs
3	Pre-Bid Meeting Date, Time & Venue	08-02-2018 from 1100 hrs at the Office of Guwahati Smart City Limited (GSCL)- Staffed Building, Bhangagarh, Guwahati-781005
4	Posting of response to queries	14-02-2018 on website <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
5	Last date for online submission of Bids	28-02-2018 Up to 1500 hrs
6	Last Date of Physical submission of Bid (Tender Fee, EMD, Technical Bid) in Hard Copy	01-03-2018 Up to 1100 hrs
7	Date of opening of Technical Bids	01-03-2018 after 1500 hrs
9	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.
- 1.2 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 smart street lighting in selected spine roads of Guwahati. GSCL is planning to install smart street lighting with LED Street Lights and Centralized Control & Monitoring System as per national standards. For this purpose GSCL intends to invite Request for Proposal for Design, Supply, Installation and Maintenance of LED Street Lights and Centralized Control & Monitoring System of selected spine roads and Operation & Maintenance for period of 1 (One) year.

## **2.0 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 Functional & Technical 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: Price Bid BOQ**  
Volume 4 contains Bill of Quantities; 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 and Maintenance of LED Street Lights and Centralized Control And Monitoring System of selected spine roads in the city of Guwahati and operation and maintenance for period of 1 (One) year.
2.	Method of Selection	<b>Technically Qualified Lowest Evaluated (L1) BIDDER</b>
3.	Availability of RFP Documents	Download from ( <a href="http://www.gscdal.in">www.gscdal.in</a> ) & <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> Online Tender Submission On <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
4.	Employer/Authority	Guwahati Smart City Limited (GSCL) Staffed Building, Bhangagarh, Guwahati-781005
5.	Officer inviting Bids / Bid Opening Authority	Managing Director, Guwahati Smart City Limited
6.	Estimated Tender Amount	<b>Rs. 49.10/- Cr.</b> (Rupees Forty Nine Crores Ten Lakhs only) Construction Cost plus Operation and Maintenance cost for 1 (One) year.
7.	Period of Completion	30 weeks or 210 days from the date of Award of Contract
8.	Defect liability period	1 (One) year from issue of Completion Certificate
9.	Operation and Maintenance Period	Period of 1 (One) year from the date of successful Commissioning of LED Street Lights and Centralized Control & Monitoring System and issuing completion certification on installation from authority.
10.	Date of Issuance of RFP	30-01-2018 1500 hr onwards

BID DATA SHEET		
S. No.	Item	Description
11.	Bid Document Fee (Non-refundable)	<b>Rs. 20000/-</b> (Rupees Twenty thousand <u>only</u> ) In the form of Demand Draft / Bankers Cheque in favor of MD, GSCL payable at Guwahati
12.	Bid Security/Earnest Money Deposit (EMD)	<b>Rs. 98.00/- Lakhs</b> (Rupees One Crore and Ten Lakhs only) in form of Demand Draft in favor of MD, GSCL payable at Guwahati or by Bank Guarantee of Nationalized bank, having branch at Guwahati (as per format attached in Bid Document)
13.	Last date and time for Submission of Pre-Bid Queries	07-02-2018, 1600 hrs
14.	Pre-Bid Meeting Date, Time & Venue	08-02-2018 from 1100 hrs at the Office of Guwahati Smart City Limited (GSCL)- Staffed Building, Bhangagarh, Guwahati-781005
15.	Posting of responses to queries (on website)	(14.02.2018) <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
16.	Last Date and time for on line bid submission	28-02-2018 Up to 1500 hrs
17.	Last Date of Physical submission of Bid (Tender Fee, EMD, Technical Bid) in Hard Copy	01-03-2018 Up to 1100 hrs
18.	Date of opening of Technical Bids	01-03-2018 after 1500 hrs
19.	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
20.	Retention Money	5 (%) percent of each Interim payment



BID DATA SHEET		
S. No.	Item	Description
		certificate will be deducted as retention amount and will be returned after successful completion of Defect Liability Period of 1 (One) year.
21.	Mobilization Advance	5% of the Awarded Contract Value
22.	Performance Security	10 (%) percent of Awarded Contract Amount in form of Bank guarantee valid up to completion of operation & maintenance
23.	Currency	Currency in which the BIDDERS may quote the price and will receive payment is Indian Rupees (INR) only.
24.	Name and Address for Correspondence	Office of Guwahati Smart City Limited (GSCL)- Staffed Building, Bhangagarh, Guwahati-781005 <a href="mailto:mdsmartguwahati@gmail.com">mdsmartguwahati@gmail.com</a> <a href="http://www.gscdal.in">www.gscdal.in</a>
25.	Joint Venture	Maximum Two (2) Members in Joint Venture are allowed
26.	Place of Arbitration	Guwahati, Assam

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

- 4.1 Execution of Design, manufacturing, inspection & testing at manufacturer's works in accordance with agreed QAP, packaging, delivery to site; handling at site – unloading, storage, shifting from point of unloading to store, storage and from store to the installation site; cleaning, assembly, touch up painting; installation at site; inspection & testing and commissioning; and operation, maintenance and performance demonstration for specified no of years for the equipment and systems of LED Smart Street Lighting system with all accessories, mounting arrangement including Centralized Control and Monitoring System (CCMS) of selected Spine Roads in the city of Guwahati.
- 4.2 Approximate length of road considered in this project is 137km and approximate nos. of light poles and Luminaires expected is 6400 & 6600 respectively.
- 4.3 The smart street lighting system shall include minimum components but not limited to the following;
- (a) LED Street Luminaire with accessories including Dimmable and non-Dimmable Drivers
  - (b) Octagonal Lighting pole with inbuilt Junction Box, RCC foundation, Mounting Brackets, hard wares, and other accessories
  - (c) Connecting power Cabling laid in DWC/ HDPE pipes
  - (d) Earthing system for pole and feeder pillars with accessories and termination
  - (e) Smart Outdoor Feeder Pillars (OFP) with Smart Controller for Group Control and Monitoring System
  - (f) Excavation of trench or Horizontal Drilling for laying DWC pipes
  - (g) GSM connectivity for communication from Feeder Pillar
  - (h) Cloud registration; hosting; uploading and managing all data after Mapping of Feeder Pillars and Light poles as applicable installed by BIDDER
  - (i) All mounting and foundation supports and hardware accessories for equipment/system installations
  - (j) All civil works associated with installations of the equipment/systems within BIDDER's scope including excavation, concreting, back filling of soil for preparation of equipment foundation, laying of DWC pipes either by excavating of through HDD; embedment, chipping, punching, making holes, pipe sleeves, fire/ water proof sealing etc
  - (k) Any other electrical equipment/ component which are not specifically listed above but are necessary to make the system complete and functional in all respect as per specification and statute
- 4.4 Carrying out detailed survey for identifying the roads; RoW cross sections taking into consideration the carriage way and drains/ foot path on either side at different stretches of a particular road; List out the requirements of particular roads; prospective location for mounting the Feeder pillar as per the offered technology and the locations for mounting the poles keeping in view of availability of supply, access and ease of maintenance; measure exact road lengths; identifying any bottlenecks/ obstacle for execution like laying of

cables etc. along the entire length of the roads; calculating a detailed BOQ; preparation of detail report incorporating all the above and submission to GSCL for review and approval.

- 4.5 The Battery Limit of BIDDER starts beyond the LT tariff meter provided by APDCL. The Incoming supply at 11kV or 415 V as decided by APDCL shall be provided by APDCL from the nearest source point. Installation of 2 pole structure for HT supply including mounting of swaged poles, cross arms, Stay arrangement, Gang Operated Device (GOD), Drop Out (DO) Fuse, Lightning Arrestors (LA), Insulators & connecting conductors as required, earthing, Transformer on a two pole structures, outgoing cable from transformer LT side, LT Tariff meter panel and all the required civil works shall be provided by APDCL. However, the entire Liaison with APDCL for accomplishing the above work shall be carried out by Contractor.
- 4.6 Submission of equipment/ system Design Calculation Sheets, Detail Engineering Drawings, Data Sheets, equipment Sizing Calculations etc for review and approval by GSCL before execution/ procurement and manufacturing.
- 4.7 Carrying out joint Inspection, Testing, Commissioning and Performance demonstration of the entire street Lighting system within the Spine Road and submission of reports for review & acceptance by GSCL.
- 4.8 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. All design shall comply with the project requirements as specified.
- 4.9 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.
- 4.10 Submission of all "As Built" drawings, Data sheets, Calculations etc. after execution and commissioning of the equipment and systems as specified above.
- 4.11 Submission of relevant documents and drawings to the concerned statutory authorities/ agencies and getting clearance and approval for the supplied and installed equipment under this specification is solely the responsibility of the BIDDER.
- 4.12 All Liaison activities for obtaining required mandatory approvals/ NOCs from Electrical Inspector and any other Statutory Authority as applicable for drawings & documents, initiation of works, Load release, charging and commissioning of equipment and system etc. are within the scope of works.
- 4.13 Operation and maintenance of LED Smart Street Lighting and Centralized Control and Monitoring System including setting up of call centre; maintaining a service team, 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 network, hardware, and software components, and ensure smooth functioning of the smart lighting system throughout the entire contract period.

- (b) After completing life of equipments, the same equipments shall be replaced with new hardware / software of same or better specifications free of cost throughout the Contract period.
- (c) During the guarantee period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

- 4.14 Maintaining a status Dashboard on the progress of the project and submission of periodic report on weekly basis to ULB during execution
- 4.15 Maintaining a status Dashboard regarding the road wise operational status of the Light Poles, No of Complaints, resolution status, Preventive maintenance status and submission of periodic report on weekly basis to ULB during O&M period
- 4.16 Manning a control room 24X7, 365 days and Monitoring the entire system for all parameters through CCMS and reporting the same appropriately to the concerned Authority
- 4.17 All Liaison activities with APDCL and other Statutory Authorities for coordinating and seeking required permissions for carrying out scheduled works during O&M tenure.

## **5.0 Instruction to BIDDERS**

- 5.1 The road details such as road width & length and the required Lighting Levels (Lux- Levels) of each road to be illuminated are provided in Technical Specifications. The total quantity of Luminaire envisaged in the project is approx. 6600 nos. Please note that this data is for evaluation purpose only and actual data is to be considered by the successful BIDDER after conducting survey. BIDDER is required to carry out the survey, based on which he needs to work out the lighting design in such a way to provide Illumination Level as mentioned in the Annexure A of tender document.
- 5.2 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Contractors who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Contractor 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 Contractors, and the GSCL shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.
- 5.3 BIDDER may carry out Project Site visits/ inspections/ testing at their own cost.
- 5.4 The BIDDER has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 5.5 BIDDER shall lay cable either manually by excavating open trench or through trenchless method. However, all necessary permission to dig or drill or lay from concerned authority and taking care so as not to damage the existing power/ telecom cables or utility lines underneath through the same corridor shall be ensured by BIDDER. Any damage if done shall be compensated by BIDDER to the concerned owner with no implication to GSCL what so ever.

- 5.6 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.
- 5.7 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.
- 5.8 This RFP document supersedes and replaces any previous public documentation and communications, and Bidder/agencies should place no reliance on such communications.
- 5.9 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.
- 5.10 It shall be deemed that by submitting a Bid, the Bidder has:
- 5.10.1 Made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
- 5.10.1.1 Received all relevant information requested from the GSCL;
- 5.10.1.2 Made a complete and careful examination of the various aspects of the Project including but not limited to:
- (a) Source of power supply and water supply;
  - (b) Conditions of the access roads, APDCL electric poles & conductors, buildings in the vicinity of the Project Site;
  - (c) Conditions affecting transportation, access, disposal, handling and storage of materials;
  - (d) All other matters that might affect the Contractor's performance under this RFP document;
- 5.10.1.3 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;
- 5.10.1.4 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
- 5.11 All the assets and Software along with its associated information shall become the property of GSCL after it is commissioned and approved.
- 5.12 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.

- 5.13 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.
- 5.14 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of GSCL. Any notification of preferred BIDDER status by GSCL shall not give rise to any enforceable rights by the BIDDER. GSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of GSCL.
- 5.15 Sealed 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.
- 5.16 Facsimile offers and other offline mode offers will be rejected.
- 5.17 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.
- 5.18 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.
- 5.19 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.
- 5.20 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.
- 5.21 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.
- 5.22 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.
- 5.23 All registered companies under the company act 1956/2013, Limited Liabilities Partnership Firm under the LLP Act 2008, registered firms are allowed to participate in this Bid.

## **6.0 Eligible BIDDERS**

- 6.1 The BIDDER must be an Original Equipment Manufacturer (OEM) or an experienced Contractor/ ESCO fulfilling the following criteria;

- 6.1.1 The BIDDER can either be a Sole BIDDER or a Joint Venture. The Sole BIDDER / All members of the Joint Venture should be registered entity under Company Act 1956/2013. The Sole BIDDER / Lead member in Joint Venture should have valid registration certificates in Class-I category of CPWD/ APWD/ MES/ State PWD/ PSUs/ Railways/ Municipal Corporations and Development Authorities of Indian State valid in the State of Assam.
- 6.1.2 If the Bidder is an OEM then it should have Experience in Similar Nature of Works/Project including O&M apart from supplying the Luminaires for the project. It should have its own Lighting Management Software (LMS) which is operative for last five (5) years or it should have tied up with such partners who provide LMS services and are in the field for not less than seven (7) years. The OEM must have a sale of minimum **3800 nos.** of LED Street light Luminaires in single work order during last 3 years in any city, with any government or semi-government organizations.
- 6.1.3 The BIDDER should have completed projects related to Urban & Rural Street lighting including erection of poles, luminaries, feeder pillar, cabling & earthing during last five (5) financial years having financial credentials as follows;
- One project costing not less than Rs.39.28/-Cr.**
- Or
- (a) **Two projects each costing not less than Rs.24.55 Cr.**
- Or
- (b) **Three projects each costing not less than Rs.19.64 Cr.**
- 6.2 The BIDDER should have installed and commissioned at least **2800 nos.** of LED Street Lighting Luminaries with pole in last five (5) financial years out of which at least **640 nos. of** LED Street Lighting Luminaries with poles shall have been installed in one single work order with any Government or Semi-Government organization. Attested copies Letter of Award / Work Order Copy / Supply & Installation Completion Certificate/ Payment receipts/ Proof of release of performance security after completion of the contract/ Proof of settlement/ Release of final payment against the contract/ Certificate for successful completion of work/ Performance report by the client in prescribed form as specified in RFP document shall be submitted along with the bid.
- 6.3 The BIDDER should have installed a web enabled Centralized Control and Monitoring System (CCMS) for at least **640 nos.** of LED light fittings in a single work order or should have installed minimum 20 nos. controllers with a software for a existing system of street lighting in last three 3 (Three) financial years. Attested copies Letter of Award / Work Order Copy / Supply & Installation Completion Certificate/ Payment receipts/ Proof of release of performance security after completion of the contract/ Proof of settlement/ Release of final payment against the contract/ Certificate for successful completion of work/ Performance report by the client in prescribed form as specified in RFP document shall be submitted along with the bid
- 6.4 The BIDDER shall have been engaged in Operation & Maintenance Contract of minimum **2800 nos.** Conventional and/or LED Street light with conventional feeder pillars or minimum **640 nos.** of LED Street Lighting Poles with Centralized Control and Monitoring System for at least three 2 (Two) years.
- 6.5 BIDDER shall be able to demonstrate the Lighting Management Software with existing data established in other cities which is capable to handle 350 street

light controllers (during technical evaluation). **Confirmation in this regard shall be provided in the Technical Proposal.**

- 6.6 If the BIDDER is not an Original Equipment Manufacturer (OEM) or an Authorized dealer, then in addition to above mentioned eligibility criteria, BIDDER should also submit an MOU (in prescribed form as specified in RFP document) with Original Equipment Manufacturers (Whose equipment/materials will be installed in the project) confirming backup guarantee for the entire contract period with full replacement and repairing support. Also this Original Equipment Manufacturer (OEM) must have the sale of minimum **3800 nos.** LED Street light Luminaires in single work order during last 3 years in any city, with any government or semi-government organizations.
- 6.7 The BIDDER should have an Average Annual Turnover of minimum **Rs.14.73/-Cr** in at least last five (5) financial years.
- 6.8 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 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>
2012-2013	E	1.46 x E
2013-2014	D	1.33 x D
2014-2015	C	1.21 x C
2015-2016	B	1.10 x B
2016-2017	A	1.00 x A

- 6.9 BIDDER / Lead BIDDER shall demonstrate, **dedicated Line of Credit made available for this project, for the amount equivalent to minimum Rs. 9.82/-Cr** as per the attached format.
- 6.10 The BIDDER should not have been Black-Listed by any State / Central Government Department or Central /State PSUs 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 BIDDERS' authorized signatory.
- 6.11 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 entity 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 documents in which minimum share of lead member shall have to be 60% and share of other members, individually shall not be less than 15%.
- 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. In the event the Joint Venture is declared as the selected BIDDER and awarded the Project, the parties shall form a Company in name of JV and registered itself under Indian Companies Act, 1956. 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.
  - 7.6.1 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 work. This undertaking shall be submitted on Stamp paper of Rs. 100 Duly signed by authorized signatory, which shall be notarized.
  - 7.6.2 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.
  - 7.6.3 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.
  - 7.6.4 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.
  - 7.6.5 The member in charge 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;
  - 7.6.6 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 under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,

- 7.6.7 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.
- 7.6.8 In case of Joint Venture, financial strengths of each of the JV members individually shall not be less than Minimum Qualifying Criteria worked out in proportionate to their financial stakes in the JV. Further either of the partners of Joint Venture shall fully meet the qualifying criteria mentioned above. Each JV member shall have required registration certificate, existence of company as per tender requirement. Each member shall satisfy these requirements separately.
- 7.7 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.
- 7.8 An original notarized copy of the agreement as prescribed in Format entered into by the joint venture partners shall be submitted with the Bid. It should also distinctly show the financial participation of each member of the joint venture and the responsibility of each member as regards planning and execution of the work.
- 7.9 In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.
- 7.10 The JV partners shall also need to be registered anywhere in India.
- 7.11 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.

## **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 GSCL will organize a Pre-Bid meeting and will respond to any request for clarification or modification of the bidding documents. GSCL shall formally respond to the pre-Bid queries after the Pre-Bid meeting. 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 of the RFP Documents, which may become necessary as a result of the pre-Bid meeting, 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 Tender Fee as specified in Bid Data sheet shall be paid in form of Demand Draft or Bankers Cheque. The tender fee shall be non-refundable. Without the

payment of tender fee the Bids will be taken as incomplete and non-responsive and shall not be considered.

**13.0 Earnest Money Deposit (EMD)**

- 13.1 EMD as specified in the Bid data sheet shall be paid in the form of Demand Draft / Bank Guarantee from a Nationalized bank, having branch at Guwahati (as per format mentioned in Annexure 11). No exemption for submitting the EMD will be given to any BIDDER. Bid security in any other form will not be entertained.
- 13.2 The validity period of the Bank Guarantee shall not be less than 180 (One hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the GSCL and the Contractor. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Bid Due Date, for the purposes of encashment by the GSCL.
- 13.3 The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD).
- 13.4 The EMD of all unsuccessful BIDDERS would be returned without interest by GSCL no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Successful Contractor except in the case of the Successful Contractor whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement or within 30 days when the Bidding process is cancelled by GSCL.
- 13.5 The EMD amount of Successful BIDDER would be returned upon execution of Contract Agreement with GSCL after submission of Performance Bank Guarantee to GSCL as per the provisions there of.
- 13.6 In case Bid is submitted without the EMD then GSCL reserves the right to reject the Bid without providing opportunity for any further correspondence to the BIDDER concerned.
- 13.7 The EMD may be forfeited in any of the following circumstances:
- (a) If the Bidder submits a non- responsive Bid
  - (b) If a BIDDER withdraws its Bid during the period of Bid validity or as extended by mutual consent of the respective Bidder and GSCL.
  - (c) The Bidder engages in any kind of corrupt, fraudulent, coercive, restrictive and undesirable practices as specified.
  - (d) 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.
- 13.8 The decision of GSCL regarding the above forfeiture of the EMD shall be final and binding upon all the Bidders.
- 13.9 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.

13.10 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.

**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.

**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	Name of document	Content
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	RFP Document Fee Bid Security/Earnest Money Deposit (EMD) (To be submitted along with Physical submission and scan copy shall be uploaded during online submission)
Two	Technical Proposal	With all supporting documents required for meeting the qualification criteria as per formats given in Bid document Technical Proposal
Three	Technical Bid	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 for Evaluation of technical proposal:
  - 16.1.1 Basic design solution offered as per the design criteria of the RFP for each type of road including Dialux output sheets and a summary sheet.
  - 16.1.2 An approach & Methodology for carrying out the Project implementation, Project Management & Schedule and Operation & Maintenance of the project during the contract period including survey methodology; 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.
  - 16.1.3 Details regarding the similar Projects executed.
  - 16.1.4 Technical write up describing the proposed system including the details of smart control system, its technology, its features, benefits, alarms & Protection, Architecture, method of communications, proposed system for data transfer/ storage/ uploading/ downloading/ access from the local in-house server or cloud based server, its components, it's technical configurations, Lighting Management system/ software and its technical details including the real time data, security, programming, administration, user hierarchy, MIS and report generation etc.;
  - 16.1.5 MoU with one or more Luminaire and Lighting Management System OEMs, whose products are being offered by the BIDDER for the project. and technical details regarding the product offered including the following;
    - (a) Details of the LED chip offered, technical data sheet, Type test report,
    - (b) Details of LED Luminaire, technical Data sheet, Type test reports
    - (c) Driver test report for all dimming stages
    - (d) Guarantee/ warrantee offeredThe Type test reports shall include LM-79 & LM-80 test Report, IP 66 test reports from recognized NABL accredited Lab

- 16.1.6 Technical details regarding other components offered like Pole, cables etc.
- 16.2 Bids of the BIDDERS, not complying with above mentioned requirement (Technical Proposal) will liable to be rejected

**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 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., **Good Service 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. The 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.

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 If there is any discrepancy in the Price Bid, it will be dealt as per the following:
- 28.4.1 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.
- 28.4.2 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.
- 28.4.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 28.4.4 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.
- 28.5 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.
- 28.6 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 for increase / decrease in the quantities as 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 supporting quotations from suppliers etc. No Change of Scope shall be executed unless the GSCL has issued the Change of Scope Order.

#### **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. The costs of visiting the site or sites shall be at the Bidder's own expense.

35.2 GSCL may arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the GSCL adequate notice of a proposed visit of at least five (05) working days. Alternatively, GSCL may organize a site visit or visits concurrently with the Pre-Bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

#### **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 or a letter of authority from the Bidder firms to identify that they are bona fide representatives of the Bidder firm, for attending the opening of 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 validity period
- 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

36.5.2.1 Set 2 “Technical Bid” will be evaluated only for the Bidders who succeed in Stage 1.

36.5.2.2 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 Bidders' technical solutions proposed in the Bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned
- (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><b>Experience of Similar Nature of Works/Project:</b></p> <p>The Bidder should have completed projects related to Urban &amp; Rural Street Lighting Poles including erection of poles, luminaries, feeder pillars and cabling &amp; earthing during last five financial years</p>	10	Completion certificate for completed contracts as per attached format duly certified by the competent authority

S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
	<p>One project costing not less than <b>Rs. 39.28/-Cr.</b></p> <p>Or</p> <p>Two projects each costing not less than <b>Rs. 24.55/-Cr.</b></p> <p>Or</p> <p>Three projects each costing not less than <b>Rs. 19.64/-Cr.</b></p>		
2	<p><b>No. Of LED Smart Street Lighting Luminaries:</b></p> <p>The Bidder should have installed and commissioned at least <b>2800 nos.</b> of LED Smart Street Lighting Luminaries with pole in last five financial years out of which at least <b>640 nos.</b> of LED Street Lighting Luminaries with pole shall be in one single work order with any Government or Semi-Government organization</p> <p>Min <b>2800 nos.</b> over all &amp; <b>640 nos.</b> in single order of LED Smart Street Lighting Luminaries – 8 marks</p> <p>Above <b>2800 up to 4400 nos.</b> over all &amp; <b>1600 nos. in single order</b> of LED Smart Street Lighting Luminaries – 9 marks</p> <p>Above <b>4400 nos.</b> over all &amp; <b>2200 nos.</b> in single order of LED Smart Street Lighting Luminaries – 10 marks</p>	10	Completion certificate for completed contracts as per attached format duly certified by the competent authority
3	<p><b>Centralized Control Monitoring System-Street Light controllers:</b></p> <p>The Bidder should have installed and commissioned a web enabled Centralized Control and Monitoring System (CCMS) for at least <b>640 nos.</b> of LED street light fittings or should have installed minimum 20 nos. controllers with a software for a existing system of street lighting in last five financial years</p>	10	Completion certificate for completed contracts as per attached format duly certified by the competent authority



S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
	<p>Min <b>640 nos.</b> of LED street Light Fittings for CCMS or 20 nos. of controllers with a software for existing system – 8 marks</p> <p><b>Above 640 nos. up to 1600 nos.</b> of LED street Light Fittings for CCMS or 20 nos. to 50 nos. of controllers with a software for existing system – 9 marks</p> <p>Above <b>1600 nos.</b> of LED street Light Fittings for CCMS or 50 nos. of controllers with a software for existing system – 10 marks.</p>		
4	<p><b>Operation &amp; Maintenance:</b></p> <p>The Bidder shall have been engaged in Operation &amp; Maintenance Contract of minimum <b>2800 nos.</b> of LED street lights with conventional Feeder Pillar &amp; <b>640 nos.</b> of LED Street Lighting Poles with Centralized Control and Monitoring System In 2 (Two) years out of last 5 (Five) years</p> <p>Min <b>2800 nos.</b> of LED street lights with Conventional FP &amp; <b>640 nos.</b> of LED Street Lighting Poles with CCMS - 8 marks</p> <p><b>Above 2800 nos. up to 4400 nos.</b> LED street lights with Conventional FP &amp; above <b>640 up to 1280 nos.</b> of LED Street Lighting Poles with CCMS – 9 marks</p> <p>Above <b>4400 nos.</b> LED street lights with Conventional FP &amp; <b>more than 1280 nos.</b> of LED Street Lighting Poles with CCMS – 10 marks</p>	10	Completion certificate, work order for ongoing contracts as per attached format duly certified by the competent authority

S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
5	<p><b>Financial strength:</b></p> <p>The Bidder should have average annual turnover of minimum 50% of tender amount over the three financial years out of last five financial years</p> <p>Up to average annual turnover of Rs.24.55/-Cr. – 8 marks</p> <p>Between average annual turnover of Rs. 24.55/-Cr – Rs.49.10/-Cr – 9 marks</p> <p>Above average annual turnover of Rs. 49.10/-Cr. of tender amount – 10 marks</p>	10	<p>Audited financial statements for the last five financial years</p> <p>Certificate from the statutory auditor on turnover details shall be provided for last five (5) financial years.</p> <p>Additional weightage shall be given for previous years executed works as per formula mentioned in RFP</p>
6	<p><b>Project team Structure:</b></p> <p>Project Manager – (No. - 1)</p> <p>Qualification – B.E / M.E (Electrical)/ MBA</p> <p>Experience – experience in management of electrical project/other similar kind of project in public sector at least 15 years</p> <p>Project Manager shall be available during construction period as well as operation and maintenance period.</p> <p>Marks allotted – 4 marks</p> <p>Site Engineer – 2 Nos.</p> <p>Qualification – D.E/ B.E (Electrical)</p> <p>Experience – experience in management of electrical project/other similar kind of project in public sector at least 8 years</p> <p>Marks allotted – 2 marks</p> <p>Site Supervisor – 4 Nos.</p> <p>Qualification – D.E / B.E (Electrical)</p> <p>Experience – experience in management of electrical project/other similar kind of project in public sector at least 05 years</p> <p>Site supervisors to be available during construction period as well as operation and maintenance period</p> <p>Marks allotted – 4 marks</p>	10	<p>Documentary evidence of qualification and experience records shall be provided.</p> <p>Individual undertaking from each person shall be submitted.</p>

S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
7	<p><b>Submission of Technical Proposal:</b>            Technical proposal shall include as mentioned above and not limited to;</p> <p>Actual design with design report with Dialux calculations the LED Smart Street Lighting and Centralized Control and Monitoring System with all accessories</p> <p>Submission of LM-79 &amp; LM-80 test report from recognized NABL accredited lab for LED as well as luminaire</p> <p>Submission of IP-66 report from recognized NABL accredited lab</p> <p>Data sheets of luminaire and the LED as specified in the requirement of technical specification</p> <p>Brief note on maintenance procedure during O&amp;M period with respect to the service level benchmark</p> <p>Other documents as specified in the Vol II.</p>	20	
8	<p><b>Presentation on project:</b></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.</p> <p>The Bidder shall demonstrate the design and offered product and its relevance to the project.</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 LED Smart Street Lighting and CCMS and other features offered in the technical proposal as per the RFP.</p> <p>Bidder shall demonstrate Smart street</p>	20	

S. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
	lighting system from existing project which is capable to handle 350 Switching points		

Note: It is mandatory for the Bidder to comply with all the criteria for Technical Evaluation. Bidders not complying with this requirement shall be liable for rejection.

36.5.3 **Bidders with an Overall Technical score of 70 marks** or more in the Technical Evaluation Framework as mentioned above will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

36.5.4 The proposal review committee may undertake oral clarifications with the Bidders followed by written confirmation of the same.

36.5.5 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) 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 the 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 the GSCL, which shall be final, binding and conclusive on the Bidder.

36.6 Total Bid Evaluation

36.6.1 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, within five working days, 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 in bona-fide.
- 38.6 The Successful Bidder should intimate the list of team member to GSCL to handle the work order. The successful Bidder should ensure that he fully familiarizes with the terms and conditions of the tender, scope of work and the guidelines.

#### **39.0 Mobilization Advance**

5 (%)percent of the Awarded Contract Value. A bank Guarantee of 110 (%)percent against the mobilization advance is to be submitted. The mobilization advance will be adjusted in the Interim Payment Certificates raised by the Contractor for the work completed. The bank Guarantee submitted against mobilization advance has to be valid till completion of the work. In case, the Contractor/Bidder fails to mobilize necessary manpower, machinery, materials and any necessary procurement or purchase to start the preliminary work, the bank guarantee against mobilization advance may be forfeited and will lead to the termination of contract.

#### **40.0 Performance Bank Guarantee (PBG)**

- 40.1 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.
- 40.2 This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value valid up to the end of operation and maintenance period.
- 40.3 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.
- 40.4 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 turns out to be misleading or untrue in any material respect
- 40.5 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 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
- 40.6 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.
- 40.7 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.
- 40.8 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.
- 40.9 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.
- 40.10 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.

40.11 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.

**41.0 Retention money**

40.12 5 (%)percent of each Interim Payment certificate will be deducted as retention money. The retention money will be returned in equal installments. 30 (%) percent of the amount will be paid after successful completion of work. Rest 70 (%)percent of the amount will be paid in equal installments for 1 (One) year till completion of Defect Liability Period.

**42.0 Delivery Schedule**

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>Survey, Report submission and Approval</b>	<b>T0+45 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+210 days</b>
<b>Operation and Maintenance</b>	<b>T0+210 days + 365 days ( 1 Year)</b>

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

43.1 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.

43.2 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.

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

43.4 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.

#### **44.0 Terms of Payment**

44.1 CONTRACTOR shall procure material only after the procurement clearance is received from Employer or it's representative. CONTRACTOR shall not dump the entire quantity as estimated after the design and detail engineering of the Job but shall procure for the current phase of work after due approval. 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.

44.2 Interim and Final Payment Certificate

44.3 Interim Payment: - CONTRACTOR 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 CONTRACTOR to the Authority for certification subject to the submission being not required to be revert back for corrections.

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

- (a) **On satisfactory completion of Supply, installation, testing, commissioning & smooth functioning of LED Smart Street Lighting Poles with all accessories as mentioned in BOQ for quantity installed- 60%**
- (b) **On satisfactory completion of Supply, installation, testing, commissioning & smooth functioning of CCMS boxes through web enabled software, generation of relevant reports, proper setup for monitoring of CCMS on daily basis, generation of necessary alerts at the time of faults/abnormal conditions for quantity installed- 30%**
- (c) **On satisfactory testing, commissioning and handing over all components of projects - 10%**
- (d) **Operation and Maintenance- Every Quarter in equal installments based on quoted prices of O & M will be paid for One Year.**

Payment shall be done only after certification from Engineer.

44.5 Final Payment

After completion of all works and on issuance of completion certificate, the CONTRACTOR shall submit Final Payment certificate to the Employer. Payment shall be made not later than 60 (Sixty) days from the date of submission of Final Payment Certificate.



**45.0 Loss and Theft of Property**

45.1 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.

**46.0 Miscellaneous**

46.1 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.

46.2 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.

46.3 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.

46.4 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 absolve proper conduct, the Contractor shall be liable to remove him from deployment, immediately in 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. Similarly, CONTRACTOR reserves the right to change the staff as per its requirement;
- (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.

**47.0 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	RFP No.	Page	Contents in RFP	Clarification Sought

**48.0** Annexure 2 – Formats for Submission of the Technical Bid**48.1** 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.	MoU with OEM		

## 49.0 Bid Covering Letter

Date: dd / mm / yyy

To,

[            ]

Sub: Request for Proposal Design, Supply, Installation and Maintenance of LED Street Lights and Centralised control and monitoring system of selected spine roads in the city of Guwahati and operation and maintenance for period of 1 (One) year.

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

Dear Sir,

With reference to your request for proposal for Design, Supply, Installation and Maintenance of LED Street Lights and Centralized control and monitoring system of selected spine roads in the city of Guwahati and operation and maintenance for period of 1 (One) year on Design, Build, Operate Basis", 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 [    ] in form of Bank Guarantee and Tender fee of INR [    ] in form of DD / Banker Cheque No \_\_\_\_\_ Dt \_\_\_\_\_

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 date of opening of pre-qualification 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, operate basis and inclusive of all out of pocket expenses, taxes, levies discounts etc.

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:

#### 49.1 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	

49.2 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 )

	2012 – 13	2013 – 14	2014 – 15	2015 – 16	2016 – 17
Annual Turnover					

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

**50.0 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 Lead Bidder:

Place

Date

To,

[            ]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal Design, Supply, Installation and Maintenance of LED Street Lights and Centralized control and monitoring system of selected spine roads in the city of Guwahati and operation and maintenance for period of 1 (One) year. Ref: RFP No. <<.....>> dated << .....>>

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

Dear Sir,

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

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**52.0 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:



**53.0 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:

**Annexure 6: – Formats for Experience Certificate (To be submitted by Sole Bidder as well as all members of Joint venture)**

**Statement – A**-Statement showing the similar works completed in the last Five years.

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/ Number of Poles/Luminaries/Light Fittings with CCMS/Controllers installed/commissioned/work in progress	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Remarks
						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 and Completion Certificates from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work.

It is mandatory to furnish details in this format only.

Sole Bidder/member of JV also shall submit annual maintenance certificate duly signed by competent authority in support of his Maintenance experience meeting the eligibility criteria In support of O & M experience Bidders should submit copies of work order/AMC contract/proof of bills/running bills etc.

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date:

53.1

**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

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 done	Time limit in year and months		Reasons for delay in completion of work	Remarks
						Target Date	% Progress till Date		Original Y M	Extended (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:

53.2 **Statement – C**

Team Member employed by the firm on date.....

Sr. No.	Name	Photo	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
			Project Manager			
			Senior Site Engineer			
			Electrical Engineer			
			O&M Supervisor			
			Service Technicians			

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date

Note:

Attested Copies of Educational & experienced Certificates attached. It is mandatory to furnish details in this format only. Enclosure: (a) Photograph, (b) Educational Certificates, (c) Experience Certificates

53.3

**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:

**54.0 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 and Maintenance of LED Street Lights and Centralized control and monitoring system of selected spine roads in the city of Guwahati and operation and maintenance for period of 1 (One) years on design, build and operate mode in .....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:

**55.0 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)



**56.0 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 Member or Lead Bidder of the Joint Venture of \_\_\_\_\_,  
\_\_\_\_\_

and \_\_\_\_\_ .Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2017

(Signature and Name of authorized signatory)

\_\_\_\_\_

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

Seal of firm Company

Witness 1:      Witness 2:

Notes: (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.

**57.0 Annexure 11 – Bank guarantee for Earnest Money Deposit**

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

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

The conditions of this obligation are:

If the Bidder withdraws or amends, impairs or derogates its Bid during the period of Bid validity specified in the RFP

If the Bidder withdraws or amends, impairs or derogates its Bid during the period of notification on acceptance of Bid by authority to Bidder.

Withdraws his participation from the Bid during the period of validity of Bid/quote.

If Bidder fails to submit performance bank guarantee to authority

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

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

Notwithstanding anything contained herein:

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

<<Amount in words>> only)

This Bank Guarantee shall be valid up to <<insert 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**58.0 Annexure 12 - 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.

59.0

**Annexure 13 - Format for Joint Venture Agreement 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)

Firm B (Name with address of the registered office )

Firm C (Name with address of the registered office)

(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: Where as Employer has invited tenders from intending bidders and has permitted a group of firms (not exceeding two) 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 Two) 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 defect liability 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.

(b)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 the 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

Date Seal

Witness:

Signed for and on behalf of firm-B

Date Seal



Witness:

Signed for and on behalf of firm-C

Date Seal

Witness:

60.0

**Annexure 14 - Format for MEMORANDUM OF UNDERSTANDING (MOU) with OEM (LED Smart Street Lighting Luminaries & Centralized Control Monitoring System- Street Light controllers)**

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) has invited tender (hereinafter referred to as the ("project")) for the following work:

Name of 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 & Centralized Control Monitoring System- Street Light controllers 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 further we mutually agree to execute the said project jointly and both the parties would be jointly and severally responsible for execution of the said projects as per the Bidding Documents.

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.

In the interest of timely completion of the project, after discussion and getting assurance from manufacture of Electrical materials such as LED Smart Street Lighting Luminaries & Centralized Control Monitoring System- Street Light controllers, the following schedule for \_\_\_\_\_Supply of Electrical materials is proposed in order to meet the milestones and desired target of the projects .

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