

# Request for Proposal

For

Design, Construction, Commissioning and Handing over  
Along with Facility Management and  
5 years Operation and Maintenance of  
Integrated Command and Control Centre Building  
At Panjabari near Vipanan Kendra  
In Guwahati, Assam

On

DESIGN, BUILD AND OPERATE BASIS

**Volume I: Instruction to Bidders**



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Tender No. : SPV/GSCL/DEV/93/2018/243

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## 1. Important Dates

Activity	Deadline
Release date for RFP	14/09/2020 from 17:00 hr Onwards
Last date of receipt of Pre Bid queries on RFP	18/09/2020 Up to 17.00 hr
Pre- Bid Meeting Date And Place	21/09/2020. Prebid meeting through Video Conferencing shall be held. Link to attend the Pre Bid meeting shall be sent via email to only those Bidders who submits the Pre Bid Queries on or before the date and Time mentioned in the Bid Document.
Last Date of online submission of Bids	05/10/2020 Up to 15.00 hr
Last Date of Physical submission of Bid (Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	07/10/2020 Up to 11.00 hr
Date of opening of Tender Fee, EMD and Prequalification Bid cum Technical Bid	07/10/2020 at 15:00 hr
Date of opening of Financial/Price bids	To be notified later to the qualified bidders

## **2. Introduction**

### **2.1 Background to Guwahati**

2.1.1 Guwahati is the largest city of the northeast India, which is also a gateway to the northeast region of India. It is the political capital of the state Dispur. Guwahati, with its cardinal points as 26°14' North latitude and 91°79' East longitude is situated on the southern bank of River Brahmaputra. It is located towards the south-eastern side of Kamrup district surrounded by Nalbari district in the north, Darrang, and Morigaon districts in the east, Meghalaya State in the south and Goalpara and Barpeta districts in the west. The city is situated on an undulating plain with varying altitudes of 49.5 m to 55.5 m above Mean Sea Level (MSL).

2.1.2 Guwahati is an important commercial centre. It has an oil refinery and a state farm, and its industries include tea processing, milling of agricultural products, and soap manufacturing. Guwahati University (founded 1948), Earle Law College, the state high court, the state museum, several scientific museums, and a Zoological Garden are located there. Several Hindu pilgrimage centres and temple ruins are nearby.

### **2.2 Smart City Mission**

2.2.1 The Government of India (GoI) launched the Smart City Mission in 2015 for developing 100 smart cities across India. Cities were required to prepare a proposal and participate in a challenge round, in which the top 20 proposals would be selected by the GoI. The Smart City Proposal (SCP) submitted by Guwahati was selected amongst those first 20 cities and approved by GoI for funding under the Smart City Mission.

2.2.2 Subsequently, Guwahati Smart City Limited (GSCL) was incorporated as a Special Purpose Vehicle in 2016, under the Companies Act, 2013 with equal shareholding of the Government of Assam and the Guwahati Municipal Corporation (GMC) for implementing the projects in the SCP.

### **2.3 Brief Scope of work**

The works to be carried out under this Contract shall consist of design, Construction, Operation & maintenance of all works including supply of all materials, plant, equipment and labour, necessary for construction and commissioning of the works specified herein and in accordance with the terms of this Contract and the requirement of the Employer as specified in this RFP. Operation and Maintenance (O & M) of the entire facility for a period of 5 years is also included in the scope of Contract.

Cost of various items whether lump sum or measurable/unit rates shall include for all work necessary to complete the mentioned below. The contractor is responsible for design and construction of full and complete works as described in the drawings, specifications, bill of quantities. Items not included but required for proper operation of works shall be included in the unit and lump sum prices, to be quoted by the bidder

- All necessary Confirmatory Topographical, Geotechnical Survey & Investigation Works.
- Dismantling & Removal of Trees, existing structures etc. within the site.
- Design, Build, O & M for 5 years of the following major works identified under the contract :
  - G+4 Integrated Command & Control Centre (ICCC) building.
  - All Civil Works of services related Tanks, Rooms viz. Under Ground & overhead Tanks, pump room, Compact substation (CSS) structures etc.
  - Boundary Wall, gate, Site Development, landscape Works.
  - All Architectural, Interior, Furniture Works.
  - Electrical Works
  - Plumbing Works
  - Fire Fighting Works.
  - HVAC works
  - Building Management System Works

Detailed Component wise Scope of Works is given in Schedule- A, Vol-II

## **2.4 RFP Format**

2.4.1 The intent of this RFP is to invite bids from the Bidders for Design, Construction, Testing, Commissioning as well as Operation & Maintenance for Five years for Integrated Command Control Building on Design, Build, Operate Basis for the Authority.

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

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

Volume I details the instructions with respect to the bid process management, Technical Evaluation Framework, and the Technical & Financial forms.

### **2. RFP Volume II: Scope of Work including Functional & Technical Specifications**

Volume II of the RFP provides information related to scope of work for bidder, bidders obligation, Employer's requirements, Technical specifications.

### **3. RFP Volume III General Conditions of Contract**

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

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

Volume IV contains preamble to Price Schedule and various Bill of Quantities; bidder has to quote his rates in various schedules (only in online mode)

**5. RFP Volume V : Tender Drawings**

Volume V contains the tender drawings.

## 2.5 Bid Data Sheet

SI No	Item	Description
1.	Scope of Work	The scope of work includes Design, Construction, Testing, Commissioning as well as Operation & Maintenance for Five years for Integrated Command Control Centre Building consisting of works like RCC, Architectural Finishes and MEP works like Electrical, Plumbing, HVAC, Building Management System, Public Address System, Access Control System, Fire Detection and Alarm System, CCTV Surveillance, Diesel Generator, UPS, Lifts, and Miscellaneous Civil Works on Design, Build, Operate Basis for Guwahati smart city
2.	Method of Selection	Technically Qualified Lowest Evaluated (L1) Bidder
3.	Availability of RFP Documents	Download from <a href="http://www.gscl.assam.gov.in">www.gscl.assam.gov.in</a> <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> <i>online tender submission on</i> <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
4	Employer / Authority	Guwahati Smart City Limited, 4 <sup>th</sup> Floor, Aditya Tower, Near Hotel Novotel Down Town Hospital Bus Stop, Dispur Guwahati- 781006
5	Officer inviting Bids / Bid Opening Authority	Managing Director, Guwahati Smart City Limited
6	Estimated Tender Amount	Rs 17.14 Crore ( Rupees Seventeen Crore and Fourteen Lacs only) ( Construction Cost + Operation and Maintenance cost for five years )
7	Period of Completion	18 months including Monsoon.
8	Operation and Maintenance Period	05 (Five) years after issue of Completion certificate.



<b>SI No</b>	<b>Item</b>	<b>Description</b>
9	Defects liability period	05 (Five) years after commissioning of all works and issue of Completion Certificate.
10	Date of Issuance of RFP	14/09/2020 17:00 Hrs Onwards
11	Tender processing fee (Non-refundable & Not – exempted)	INR 3500 /- (INR Three Thousand Five Hundred only) to be deposited online
12	Bid Security/Earnest Money Deposit (EMD)	INR 17,00,000/- (INR Seventeen lacs only) online deposit through e Procurement portal
14	Last date and time for Submission of Pre-Bid Queries	18/09/2020 Upto 17.00 Hrs
15	Pre-Bid Meeting Date, time & venue	21/09/2020. Prebid meeting through Video Conferencing shall be held. Link to attend the Pre Bid meeting shall be sent via email to only those Bidders who submits the Pre Bid Queries on or before the date and Time mentioned in the Bid Document.
16	Posting of responses to queries	On website <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
17	Last Date and time for on- line bid submission	5/10/2020 Upto 15.00 Hrs
18	Last Date of Physical submission of Bid ( Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	7/10/2020 Upto 11.00 Hrs
18	Date of opening of Tender Fee, EMD and Pre Qualification	7/10/2020 at 15:00 hrs

<b>SI No</b>	<b>Item</b>	<b>Description</b>
	cum Technical Bid	
19	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the date of Opening of the Prequalification cum Technical Bid.
20	Retention Money	5 (Five) Percent of each Interim payment certificate will be deducted as Retention amount and will be returned after successful completion and commissioning of all works.
21	Performance Security	10 ( Ten) percent of Contract Amount in form of Bank guarantee valid up to the end of Operation and Maintenance Period
20	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
21	Name and Address for Correspondence	Office of Guwahati Smart City Limited, 4 <sup>th</sup> Floor, Aditya Tower, Near Hotel Novotel Down Town Hospital Bus Stop, Dispur Guwahati- 781006
22	Place of Arbitration	Guwahati, Assam
23	Help Desk Assistance (e-Procurement Cell)	For any assistance for Online Fees or Bids Submission from Assam e-Procurement Cell, Bidders may contact the e-Procurement Cell at following numbers: 1800-2121-18866 (Ext. 2) and 0361-2347144/7188 (From 10:00 AM – 5:00 PM)

### **3. Instruction to Bidders**

#### **3.1 General**

- 3.1.1 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 Employer's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 3.1.2 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 Employer on the basis of this RFP.
- 3.1.3 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 Employer. Any notification of preferred bidder status by Employer shall not give rise to any enforceable rights by the Bidder. Employer may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Employer.
- 3.1.4 Sealed bids shall be received by the Employer on the e-Procurement portal <https://assamtenders.gov.in> before the time and date specified in the schedule of the tender notice. Physical submission of Tender Fee, EMD and Technical bid shall also be received by the Employer as per as per time and date specified in the schedule of 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 Employer may, at its discretion, extend this deadline for submission of offers by issuing corrigendum/addendum and uploading the same on e-Procurement portal.
- 3.1.5 Telex, cable or facsimile offers will be rejected.
- 3.1.6 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.
- 3.1.7 The bidders are required to upload their tender 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.
- 3.1.8 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.
- 3.1.9 All the qualification information shall be submitted through prescribed forms and statements given in the annexure of tender document, along with all supporting documents meeting the qualification criteria. Bidder shall upload Scan Copies of such prescribed forms and supporting document as a part of his online submission.

3.1.10 Joint Venture Not allowed

### 3.2 Eligible Bidders

3.2.1 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

3.2.2 The Bidder in the same name and style must be a well-established Civil Engineering Contractor with at least Ten (10) years experience and capability for construction of all types of Civil / Mechanical / Electrical Engineering works.

3.2.3 The Bidder should be registered in Class-1(A) under Assam PWD ( B) or equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State/Central Government/ Public Sector Undertaking of India.

3.2.4 The Bidder should possess valid Electrical Contractor's license registered with Government of Assam or equivalent Registration in any state Government Department, Central Government Department, other Government Department/ undertaking of State/Central Government/ Public Sector Undertaking. In case Bidder proposes to engage nominated sub contractor for the electrical & other works apart from Civil works, Certificates of the nominated subcontractor shall be submitted.

3.2.5 The Bidder must have adequate staff and equipments for carrying out work in accordance with time schedule.

3.2.6 The Bidder must have the minimum staff mentioned below for Design and Construction of the tendered works. A Project Manager with not less than 15 (Fifteen) years experience in managing construction in the field of Civil Engineering works, similar works, as mentioned in Clause 3.3.3 along with minimum number of engineering, technical and other key personnel with adequate experience in civil engineering work as under:

No.	Position	Nos	Experience In Similar Works [years]
<b>Design &amp; Construction</b>			
1	Project Manager – ( Graduate Engineer )	1	15
2	Design Manager ( Graduate Engineer)	1	10
3	Structural Expert	1	10
5	Assistant Project Manager (Graduate Civil / Mechanical Engineer)	2	05
7	Electrical Engineer ( Graduate Electrical Engineer )	1	10
8	Safety Engineer ( Graduate	1	05

	Engineer)		
9	Supervisors (Diploma Holders)	2	05
10	Mechanical Engineer	1	10
11	ICT Expert	1	10
<b>Operations &amp; Maintenance for 5 Years</b>			
1	Operation & Maintenance Manager	1	5
2	Housekeeping and upkeep Management	8	2
3	Operators for IBMS systems	1	15
4	Operator for all Mechanical systems – Pumps, Chillers, Cooling towers, etc.	1	10
5	Technicians/ Supervisors for Electrical works	1	10
6	Plumber	1	10
<b>Note:</b> CVs of the above proposed positions shall require to be submitted as per the relevant forms/ Schedules given for Design personnel and Construction Personnel.			

3.2.7 The Bidder shall ensure mobilisation of the following minimum Construction Plant & equipments during the execution of the works :

<b>Sr. No</b>	<b>Name of equipment</b>	<b>Minimum Number to be Mobilized</b>
1	Concrete Batching Plant 30 Cum per hour	1
2	Concrete Mini Weigh Batcher	1
3	Concrete Pumps	2
4	Transit mixer	3
5	Needle Vibrator	5
6	Excavator cum Loader(L&T Poclain-PC-200 or equivalent) with rock breaker arrangement	1
7	Bar cutting Machine	2
8	Bar bending Machine	2
9	Generators	2
10	Crane – 10 T Hydra	1
11	Dumper (Tippers)	2-3
<b>Note:</b> The above list is only indicative and not exhaustive .The contractor is required to deploy necessary equipments for achieving the progress as per approved Milestone		

- 3.2.7.1 The submissions shall be made as per schedules/ forms given in relevant sections.
- 3.2.8 The Bidder must provide evidence of having adequate experience by submitting copies of supporting certificate, reports relating to physical, financial, technical, machinery and other capability of the applicants in their original language along with certified translation of all relevant portions of the certificate/reports in English duly attached with their Digital Signature. The applicant should upload the financial capabilities in Rupees only.
- 3.2.9 The Bidders are required to upload digitally signed scanned copies along with their applications, certificates obtained from the concerned authorities/ employers towards proof.
- 3.2.10 Qualification of the bidder :
- 3.2.10.1 Submit a written power of attorney authorizing the signatory of the bid to submit the bidder as per the format given in relevant sections.
- 3.2.10.2 Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, all annexure, functional guarantees and technical data sheets as given and described in Tender document.
- 3.2.10.3 Submit proposals regarding work methods, scheduling and resourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.
- 3.2.10.4 The bidder is required to submit the declaration of his financial liabilities, work on hand/completed projects on Rs. 100/- Non Judicial stamp paper. In case of false statement/ declaration the bidder shall be liable for penal action. Further, the details furnished in the relevant form as per tender should be in line to the declaration by the bidder.

### **3.3 Minimum qualifying criteria**

#### **3.3.1 Financial Turnover :**

Bidder must have achieved average annual financial turnover from contract receipt of works (in all classes of Civil Engineering construction works only) of **Rs 5.5 Crore** in last five financial years i.e. from year 2015-2016 to year 2019-2020

Note:

- (a) The details pertaining to turnover for the year **2015-2016 to 2019-2020** shall be certified by Chartered Accountant on his own letter head and duly attested.

#### **3.3.2 Line of Credit :**

Bidder shall submit the Line of Credit for the amount of **INR 3.5 Crore** as per attached format.

**Similar nature of work :**

- The Bidder should have completed or Substantial Completed Multi storied Building (minimum 2 storied) such as Government offices, Hospitals, Educational Institutes, Commercial Building, IT Building, Convention centers etc. built for Central / State Government Department or Central/State Public Sector Units (PSUs) and for any other Government establishment in India consisting of works like RCC, Masonry, Plastering and MEP works like Electrical, Plumbing, Firefighting, HVAC, Security and CC TV within last five years i.e. for a period starting from 01/04/2015 and ending one month prior to Bid Submission Date.

- The Bidder should have experience in successful Completion of

**One contract of Rs 13.7 Cr**

Or

**Two contracts of Rs 8.6 Cr each**

- Substantial completion would be considered if minimum Eighty (80) percent of the contract value has been completed, commissioned and put to use.

**In case of one contract, substantially & satisfactorily completed, as a prime contractor of at least one similar work of value not less than Rs 13.7 Cr.**

**In case of two contracts, substantially & satisfactorily completed as a prime contractor of at least two similar works of value not less than Rs 8.6 Cr for each work**

- The Bidder should demonstrate through submission of experience certificates for collective experience of handling the following disciplines of work in the above contracts:
  - i. Civil works, Structural work (RCC & Steel)
  - ii. Plumbing works including Internal and External plumbing
  - iii. Fire fighting system including hydrant network, Sprinkler system, pumps
  - iii. Electrical Works (internal electrification and LT), HT works.
  - iv. HVAC work
  - v. Integrated Building management system with functions such as centralized operation of building, early detection of faults, Public access system, energy conservation control schemes for HVAC system, Electrical System, UPS, DG, Plumbing & Firefighting system, Fire Detection & Alarm system etc.
- Bidder not having experience in particular MEP works (Electrical, HVAC, Fire fighting, Plumbing, Integrated Building management system works) should appoint Nominated subcontractor for execution of work and submit their credentials and Experience certificate as a part of Qualification criteria.

The nominated agency should have a minimum existence in the field for not less than 05 years and should have satisfactory executed and commissioned similar type of work as mentioned in tender document.

Bidder shall submit the experience certificate of Nominated subcontractor as a part of Qualification criteria.

The Bidder shall enter into MOU with such Nominated subcontractor and submit the same along with the RFP document.

**3.3.4 Available Bid Capacity :**

The Bidder who fulfils the minimum qualifying criteria mentioned above shall be qualified only if he fulfils the requirement of bidder's capacity. The bidding capacity of any Bidder is required to be more than or equal to the estimated project cost of the work i.e. **Rs 17.14 Crore/-**. The bidder's capacity shall be computed as shown below;

<b>Available Bid Capacity = [(A x N x 2) - B]</b>
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Where:

<b>A</b>	=	Performance of the bidder for maximum annual turnover (In all classes of civil engineering construction works only) for last five financial years updated <b>at 2019-2020 Price level.</b>
<b>B</b>	=	Value of the existing commitments as on date of bid submission for works to be completed in the next <b>one year</b> . The details shall be countersigned by the Executive Engineer or the equivalent officer of the employer on whose behalf the firm is carrying out the works.
<b>N</b>	=	Years prescribed for completion of the work for which bids are invited i.e. <b>1.5 Year</b>

**3.3.5 Litigation History**

3.3.5.1 Litigation History shall provide accurate information on any current or past litigation or arbitration or termination on the grounds of non-performance resulting from any contract performed or under execution by the Bidder r over the last five years.

3.3.5.2 A consistent history of litigation awards against the Bidder may result in the rejection of the Proposal. Further, pending litigation and arbitration, if any, shall in total not represent more than 15 percent of the Bidder's net worth calculated as the difference between total assets and total liabilities. Submission requirement is detailed in relavant section.

3.3.6 Note to 3.3 Minimum Qualification Criteria



- I. The statement showing the value and details of completed works, existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the work listed should be countersigned by the officer not below the rank of an Engineer-In-Charge.
- II. The certificate for past performance should be as per prescribed Proforma.
- III. The Bidders are required to upload latest client's certificates in Prescribed format (or in any format with yearly breakup) obtained from the concerned authorities/ employers towards proof of their having executed contracts satisfactorily along with their bids. The quantities involved should be certified by the top executive of the firm in the prescribed Proforma or in any format with yearly breakup.
- IV. Physical and financial performance of any work not supported by client certificate or in any form will not be considered for qualification.
- V. The applicant Bidder must provide by uploading evidence of having adequate experience. The bid should include supporting certificate or report relating to physical, financial, technical and other capability of Bidder in their original language along with certified translation of relevant portion of the certificate/ report in English.
- VI. The currency that shall be used for bid evaluation and comparison purposes be Indian Rupees Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work.
- VII. The criteria mentioned above shall be evaluated based on the details submitted with the Bid documents. Bidder shall have to submit the details in the prescribed Proforma which are applicable to them. Bidders should read the note under each Form/Annexure carefully and submit the details accordingly.
- VIII. Turnover of previous year and cost of completed / executed similar nature of work including O & M, shall be given additional weight age of ten percent per year to bring them to **2019-2020 price level** to account for price escalation as illustrated below:

Financial Year	Turnover/ Cost of Executed work/O&M	Effective cost of executed work at previous completed financial year's price level
2015-2016	E	1.46 x E
2016-2015	D	1.33 x D
2017-2016	C	1.21 x C
2018-2019	B	1.10 x B
2019-2020	A	1.00 x A

**Note:**

- a. Financial year means period beginning from the 1<sup>st</sup> April to 31<sup>st</sup> March of the next year.

- IX. The details pertaining to Turnover for the year 2015-2016 to 2019-2020 shall be certified by Chartered Accountant on his own letter head and duly attested. The cost of material supplied by the Government/ Client shall not be taken into account for experience purpose.

### **3.4 Joint Venture – Not Allowed**

### **3.5 Compliant Bids/Completeness of Bid**

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

### **3.6 Bidder to Inform**

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

### **3.7 Bid Preparation costs**

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

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

#### **3.8.1 Bidders Queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to Employer 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.

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

Bidders must submit their queries as per the format mentioned in clause no. 6.1

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

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

Employer will organize a video conferencing pre-bid meeting to respond the received queries and link to attend the meeting shall only be emailed to those Bidders who submit the Pre Bid Queries on or before the date & time mentioned in the Bid Document. No further clarifications shall be entertained after the date and time for submission of queries.

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

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

Any addendum/corrigendum/notification issued by Employer, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the bid data sheet.

### 3.9 Tender Processing Fee

A non-refundable fee of Rs. 3500/- (INR Three Thousand Five Hundred Only) shall be made towards the cost of tender processing fee through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

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

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.

### 3.10 Earnest Money Deposit (EMD)

The bid document must be accompanied by the Earnest Money Deposit of **Rs. 17,00,000/- (Rupees Seventeen lakhs)** only) through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

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

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

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

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

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

**Note:** For details regarding online deposit of Tender Processing Fee and EMD, bidder may refer the document “Instruction for Online EMD & Tender Processing Fee Payment” uploaded along with this RFP document.

### 3.11 Bid Validity Period

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

### 3.12 Contents of Bid

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

RFP document fee, Earnest money deposit shall be submitted along with physical submission of Bid, however scan copy of same shall be uploaded during online submission. Pre Qualification cum Technical Bid shall be submitted online as well as by physical submission. Financial Bid shall be submitted only through online submission.

Envelope Set	Name Of Document	Content
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	(a) RFP Document Fee receipt. (b) Bid Security/Earnest Money Deposit (EMD) receipt.  (To be submitted along with Physical submission and scan copy shall be uploaded during

		online submission.)
Two	Pre Qualification cum Technical Bid	With all supporting documents required for meeting the qualification criteria as per formats given in Bid document. (Online as well as Physical Submission shall be made).
Three	Technical Bid for the Tender “Design, Construction, Testing, Commissioning as well as Operation & Maintenance for Five years for Integrated Command Control Centre Building” under Guwahati Smart city mission	Envelope 1 + Envelope 2
No Document	Financial/Price Bid	To be submitted online through E-procurement Portal.

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

### 3.13 Bidder’s Technical Proposal

The Bidder’s Technical Proposal shall be comprised of the following Schedules and contain the information prescribed herein:

- Schedule No. 1 - Proposed Nominated Subcontractor’s Information**
- Schedule No. 2 - Design Arrangements**
- Schedule No. 3 - Preliminary Construction Program**

## **Schedule No. 4 - O & M Methodology**

### 3.13.1 Schedule No. 1 Proposed Nominated Subcontractor's Information

Schedule must be completed with information of Nominated Subcontractor as per format given in relevant section

3.13.2

### 3.13.3 Schedule No. 2 Design Arrangements

Schedule of Design Arrangements shall include information about the Contractor's design arrangements that the Contractor proposes with the following Sub-Schedules:

#### 3.13.3.1 Particular Design Experience

The Schedule of Particular Design Experience and Capability shall demonstrate the basis on which the Bidder warrants his experience and capability necessary to carry out, and be responsible for, the Design of the Works.

Schedule of Particular Design Experience and Capability shall include but not be limited to the following particulars:

- a) Details of each contract, subcontract or assignment which have been performed by the Contractor as a prime contractor or specialist subcontractor involving the preparation of detailed engineering designs, construction documents through to the application for and acquisition of the construction permits for the works, which shall be substantially similar to the Works proposed by the Contractor in the Contractor's Proposal; and
- b) Details of all licenses for design preparation activities that the Contractor possesses at the time of the submission of the Technical Proposal.

If applicable, the Bidder shall demonstrate its experience with reference to each Section of the Works. The Bidder shall be prepared to substantiate the claimed experience by providing contractual or other evidence as proof if so requested by the Employer.

#### 3.13.3.2 Design Preparation Work Program

Schedule of Design Preparation Work Program shall include general description of the approach and methodology that the Contractor proposes for the preparation, development, quality assurance, completion and approval of the final detailed engineering design for the Works proposed in the Contractor's Proposal.

The Contractor's design preparation work program shall include an organization chart, a bar chart and a staffing schedule. The bar chart should indicate expected milestones and estimates of the duration and total staff days, weeks or months allocated to review, completion, approval and issuance of the construction permit relating to the final, detailed engineering design for the proposed Works. The staffing schedule should indicate clearly the estimated duration and the probable timing of the assignment of each professional.

The Contractor's design preparation work program shall also include a brief description of the Contractor's understanding of the design approval procedures and acquisition of construction permits in accordance with the Laws of the Employer's country.

#### 3.13.3.3 Design Personnel

Schedule of Design Personnel shall provide the names and particulars of the individual designers, who may be proposed by the Contractor in order to fulfill the design responsibilities under the Contract including, but not limited to, the preparation of the Detailed Engineering Design and the Construction Documents. Schedule of Design Personnel shall include a brief description of the composition of the Contractor's personnel, which the Contractor intends to mobilize on Site and in the home office, together with duly signed curricula vitae of each individual design personnel and a description of the specific responsibilities to which each design personnel is intended to be assigned. Specific reference(s) should be made to the Works or Sections thereof detailed in Contractor's Proposal. The Contractor's design team leader shall be specifically identified.

All above sub-schedules shall be signed by the authorized representative of the Bidder evidencing that the information provided therein is essentially correct.

#### 3.13.4 Schedule No. 3 - Preliminary Construction Program

Form of Preliminary Construction Work Program shall include the following information:

- a) Site Organization and Method Statement, which shall include general description of the arrangements and method statement which the Bidder intends to adopt for the execution of the Works. The Bidder's arrangements and method statement should demonstrate their adequacy for satisfactory execution of the Works outlined in the Contractor's Proposal.
- b) Mobilization and Construction, which shall include information and/or chart showing the order in which the Bidder intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract including but not limited to:
  - i) Mobilization of the Contractor's Equipment;
  - ii) Execution of each key construction activity including estimated timing for commencement and completion;
  - iii) Details relating to the sources of the key materials, estimated transportation distances for the materials; and
  - iv) Other information as the Bidder deems relevant or appropriate.
- c) Contractor's Equipment, which shall list key construction equipment necessary for satisfactory execution of the Works proposed by the Bidder in the Contractor's Proposal.
- d) Contractor's Personnel, which shall provide the names of the Contractor's Representative and key Personnel proposed by the Bidder for the execution of the Works including resume for each of the key Contractor's Personnel.

#### 3.13.5 Schedule No. 4 - O & M Methodolgy

The Bidder shall provide in this Schedule its Operation and Maintenance methodology The proposal shall be limited to, a brief description of the proposed O & M methodology for the mentioned works

### 3.14 Bid submission Formats

#### 3.14.1 Pre-Qualification Cum Technical Bid Format

Section no.	Section Heading	Submission Format
1	Pre-qualification cum Technical Bid checklist	As per format provided in section <a href="#">6.2</a>
<b>Prequalification Bid</b>		
2	RFP Document Fees	RFP document Fees/ tender processing fees shall be deposited online as per Assam eProcurement Guidelines & as per relevant requirements given in the bid document. Online deposit receipts to be uploaded with Pre Qualification Bid
3	Earnest Money Deposit (EMD)	EMD shall be deposited online as per Assam eProcurement Guidelines & as per relevant requirements given in the bid document. Online deposit receipts to be uploaded with Pre Qualification Bid
4	Bid Covering Letter	As per format provided in section <a href="#">6.3</a>
5	About Bidder/ Bidder's Company profile	As per format provided in section <a href="#">6.4, A</a> of this document.
6	Legal	As per format provided in section <a href="#">6.4, B</a> of this document.
7	Financial Turnover	As per format provided in section <a href="#">6.4, C</a> of this document.
8	Declaration of Non- Blacklisting	As per format provided in section <a href="#">6.5</a>
9	No Deviation Certificate	As per format provided in section <a href="#">6.6</a>
10	Total Responsibility certificate	As per format provided in section <a href="#">6.7</a>



11	Project Experience- Similar Works	As per format provided in section <a href="#">6.8.1</a> , <a href="#">6.8.2</a> ,
12	Anti-Collusion Certificate	As per format provided in section <a href="#">6.9</a>
13	Power of Attorney	As per format provided in section <a href="#">6.10</a>
14	Line of Credit	As per format provided in section <a href="#">6.11</a>
15	Joint Venture Agreement (if Applicable)	NA
16	Documentary evidence showing Bidder as a well established Civil Engineering Contractor with 10 years of experience with capability of Construction of all type of Civil/Mechanical/Electrical Works	As per requirement given in section 3.2.2 in suitable formats
17	Documentary evidence having adequate experience in mobilizing equipments & personnel for large contracts	As per requirement given in section 3.2.5 in suitable formats
18	Self Declaration on financial liabilities, work on hand/completed projects on . Non Judicial stamp paper of appropriate value	As per requirement given in section 3.2.10.4 in suitable formats
20	Pending Litigation/Litigation History	As per format provided in section <a href="#">6.13</a>
<b>Technical Bid/Proposal</b>		
21	Technical Proposal Submission Form	As per format provided in section <a href="#">6.16</a>
22	Bidder's Technical Proposal	
22.1	Schedule No.- Proposed Nominated Subcontractor's Information	As per format provided in section <a href="#">6.17.1</a>
22.2	Schedule No. 2 – Design Arrangements	As per format provided in section <a href="#">6.17.2</a>
	Schedule 2.1 – General Information	
	Schedule 2.2 – Particular Design Experience	
	Schedule 2.3 – Design Preparation	

	<p>Work Program</p> <p>Design Preparation Work Schedule and Planning for Deliverables</p>	
	Schedule 2.4 – Design Personnel	
22.3	Schedule No. 3 – Preliminary Construction Program	As per format provided in section <a href="#">6.17.3</a>
	Schedule No. 3.1 – Site Organization & Method Statement	
	Schedule No. 3.2 – Mobilization & Construction Form	
	Schedule No. 3.3 – Contractor's Equipment	
	Schedule No. 3.4 – Contractor's Personnel	
22.4	Schedule No. 4 - O & M methodology	As per format provided in section <a href="#">6.17.4</a>
23	MoU with Nominated Sub Contractor if any for MEP works	As per Bidder's own format
24	<p>Datasheets</p> <p>1. For HVAC</p> <p>2. Electricals</p> <p>3. IBMS</p>	<p>As per Schedule C, Vol-II( For HVAC &amp; Electrical),</p> <p>As per Schedule B, Vol-II (For BMS)</p>
25	Electrical System related documents as per requirements set forth in Vol-II, Schedule –B /Technical Specifications for Electrical Works/ Clause no. 15	As per Bidder's own format
26	HVAC System related documents as per requirements set forth in Vol-II, Schedule –B /Technical Specifications	As per Bidder's own format

	for HVAC Works/ Clause no. 5	
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3.14.2 Financial/Price Bid Format

Bidder shall submit the Financial/Price Bid online through E-procurement portal website only. The BOQ to be uploaded in the E- Procurement portal is provided in Volume-IV.

**3.15 Language**

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

**3.16 Authentication of Bids**

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

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

**3.17 Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, Employer 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.

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

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

**3.18 Bid Price**

Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

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

Price quoted by bidder shall inclusive of GST and other applicable tax. GST rates at the time of Bid submission shall be considered by the bidder in his price bid. Other taxes, if any, shall also be considered in quoted rates. If any change in existing tax liability is created after submission of bid, the same shall be reimbursed /recovered to/from the contractor, on proof of payments.

### **3.19 Deviations and Exclusions**

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

### **3.20 Total Responsibility**

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

### **3.21 Late Bids**

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

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

Employer 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.

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

### **3.22 Right to Terminate the Process**

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

### **3.23 Non-Conforming bids**

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

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

### **3.24 Acceptance/Rejection of Bids**

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

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

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

### **3.25 Confidentiality**

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

### **3.26 Disqualification**

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

- (a) During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- (b) The bidder's bid is conditional and has deviations from the terms and conditions of RFP

- (c) Bid is received in incomplete form
- (d) Bid is not accompanied by all the requisite documents
- (e) Information submitted in Pre qualification cum Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- (f) Financial bid is enclosed with the same document as Technical bid.
- (g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- (h) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

### **3.27 Fraud and Corrupt Practices**

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Employer 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, Employer 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 Employer for, inter alia, time, cost and effort of Employer, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- (b) Without prejudice to the rights of Employer under Clause above and the rights and remedies which Employer may have under the LOI or the Agreement, if a Bidder is found by Employer 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 Employer during a period of 3 years from the date such Bidder is found by Employer to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- (c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person

connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Employer 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 Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Employer in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.28 Conflict of Interest**

- (a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Employer shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Employer for, inter alia, the time, cost and effort of Employer including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Employer hereunder or otherwise.
- (b) Employer requires that the bidder provides solutions which at all times hold Employer’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 Employer.

### **3.29 Right to vary quantity**

- (a) Any quantities which may be set out in the Price Schedule, tender Drawings, are only estimated quantities and are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract. The Contractor is responsible to assess the exact requirements and quantities for all items for the purpose of quoting his rates, and no variation in rates will be allowed on account of any variation in the estimated quantities. Additional Quantities of Works shall be carried out at the quoted rate for the respective item only.
- (b) If the Employer does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

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

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

### **3.31 Site Visit**

- (a) The Bidder shall visit the site and examine the site or sites for availability of required area, accessibility of the sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- (b) In the event of additional cost implications to execute the contracted works due to obvious physical site conditions, factors not considered during the site visits and Bid preparations stage, no extra payment shall be made to complete the work. Contractor shall bear all the additional cost implications and execute the work at no extra cost.
- (c) The Employer will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Employer adequate notice of a proposed visit of at least Two (02) days. Alternatively, the Employer 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.
- (d) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

## **4. Selection Process for Bidder**

### **4.1 Opening of Bids**

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



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

There will be three bid-opening events:

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

Set 2 (Pre Qualification cum Technical bid)

Set 3 (Financial/Price Bid)

The date and time for opening of Financial/Price bid would be communicated to the qualified bidders.

#### **4.2 Preliminary Examination of Bids**

Employer 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 Employer and shall not be included for further consideration.

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

- a. Not submitted in format as specified in the RFP document.
- b. Received without the RFP Document fee & Bid Security/EMD and Letter of Authorization (Power of Attorney).
- c. Found with suppression of details.
- d. With incomplete information, subjective, conditional offers and partial offers submitted.
- e. Submitted without the documents requested.
- f. Non-compliant to any of the clauses mentioned in the RFP.
- g. With lesser validity period.

#### **4.3 Clarification on Bids**

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

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

#### **4.4 Evaluation Process**

Employer shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the

responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

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

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

The steps for evaluation are as follows:

#### 4.4.1 Stage 1: Pre-Qualification

- (a) Employer shall validate the “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- (b) The Prequalification Evaluation of the Bids shall comprise evaluation of the Bids in line with the following criteria given in the RFP :
  - General Instructions to Bidders ( Clause No 3.1)
  - Eligible Bidders ( Clause No. 3.2)
  - Minimum Qualification Criteria ( Clause No. 3.3)
- (c) Technical proposal shall not be evaluated for those bidders who don't pre-qualify. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

#### 4.4.2 Stage 2: Technical Evaluation

- (a) “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
- (b) Employer 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 Employer's discretion.
- (c) The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and Technical Evaluation Framework given below :

##### 4.4.2.1 Technical Proposal Submission Form

- (a) The Employer will examine the Bidder's Technical Proposal as mentioned in Clause no 3.13 to determine the responsiveness of the Bid as per tender

requirement and reserves the right to reject the bid in Technical Evaluation stage.

#### 4.4.2.2 Bidder's Technical Proposal

##### Material Deviations Reservation and Omissions

During the detailed evaluation of the Contractor's Proposals the following definitions shall apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is any aspect in the Contractor's Proposals which can be interpreted in more than one way, the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

A material deviation, reservation or omission is one that:

- if accepted, would:
  - i) affect in any substantial way the scope, quality, or performance of the Works specified and/or in essence implied in the Employer's Requirements; or
  - ii) limit in any substantial way the Employer's rights or the Bidder's obligations under the Contract; or
- If rectified, would offer an unfair technical or otherwise commercial advantage to a Bidder compared to other Bidders submitting responsive Contractor's Proposals.

All material deviations, reservations or omissions that the Employer may identify in the Contractor's Proposal shall lead to rejection of the Bid.

#### 4.4.2.3 Nominated Subcontractors

The Employer shall review the Bidder's information regarding any Nominated subcontractor named by the Bidder in the Bidder's Technical Proposal, including Nominated subcontractor's experience and past performance on the execution of similar works capabilities with respect to personnel, equipment, and construction; and financial position and any other information with the view to determine their suitability for the execution of the Contract.

Any reasonable objection, which the Employer may raise in relation to a subcontractor, shall lead to rejection of the Bid. The Employer reserves the right to:

- (a) Accept any Nominated subcontractor against which the Employer may find no reasonable objections; or
- (b) require that the Bidder shall either:
  - i) Replace the proposed Nominated subcontractor; or

The Employer intends to award the Contract to the Bidder, who, apart from commercial considerations, shall have been evaluated on the basis of its qualifications and capabilities to execute the Contract satisfactorily including that of the subcontractors named in its Contractor's Proposal. Any subcontractor, which a Bidder may propose after the award of the Contract to the Bidder, if any, and which is not named in the Bidder's Contractor's Proposal, will be subject to:

- (a) the Review and approval of the proposed subcontracting in accordance with the Contract; and
- (b) Subject to the outcome of the review and approval, an increase of the amount of the Performance Security by an amount equivalent to 30% of the value of the Works to be subcontracted.

#### 4.4.2.4 Operation and Maintenance Inputs

The Employer shall review the list of the inputs, which may be estimated by the Bidder to be essential for proper and continuing functioning of the Works following completion of the Works Where necessary, the Employer may require that the Bidder shall provide documentary evidence to substantiate the Bidder's estimates.

#### 4.4.2.5 Preliminary Construction Program

The Employer will determine to its satisfaction whether the Bidder understands the complexity of the Works and, on the basis of the Preliminary Construction Work Program, is capable of performing the Contract satisfactorily.

#### 4.4.3 Stage 3: Financial/Price Evaluation

- (a) All the Technically Qualified Bidders will be notified to participate in Financial/Price Bid Opening Process.
- (b) The Financial/Price bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Financial/Price bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Employer's discretion.
- (c) Financial/Price Bids that are not as per the format as per Volume IV shall be liable for rejection.
- (d) The bid price shall include all taxes like GST and any other taxes, if applicable.
- (e) If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer' estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or

all items of the price Bid, to demonstrate the internal consistency of those prices with the employers requirement, specifications, implementation methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

## **5. Award of Contract**

### **5.1 Notification of Award**

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

### **5.2 Signing of Contract**

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

On receipt of the Performance Bank Guarantee, within five working days, the Employer or the agency designated by Employer shall enter into a contract with the successful bidder. Date of signing the Contract Agreement shall be date of Commencement of work. Failure of successful bidder to sign the Contract agreement will be cause of forfeiture of performance security by Employer and Employer reserves the right to call for new bids.

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

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

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

- (a) fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Employer,
- (b) Misrepresent facts/information submitted to Employer.

The performance bank guarantee shall be valid till satisfactory completion of Operation and Maintenance Period. The performance bank guarantee may be discharged/returned by Employer upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

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

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

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

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

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

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

Operation and Maintenance shall be carried out as per Employers requirement mentioned in Tender document. Before Commencement of Operation & maintenance Period, the Contractor shall submit Operation & Maintenance manual to GSCL for approval. GSCL shall review and finalize Operation and Maintenance requirements to be carried out by the Contractor. Operation & maintenance period will commence only after getting approval to Operation & Maintenance manual from GSCL.. All the Operation and Maintenance obligations as approved by GSCL shall be carried out by the Contractor. The monthly report on the Operation and Maintenance shall be submitted to the Engineer and monthly payment for O& M as per the price schedule shall be released to the contractor based on the work carried out by him and assessment by the Engineer in charge. GSCL reserves the right for reduction in such payments, for any delay in attending the Maintenance obligation within the stipulated time as approved by GSCL.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Employer may award the contract to the next best value bidder or call for new bids. In such a case, Employer shall invoke the PBG and/or forfeit the EMD.

#### **5.6 Defect Liability Period**

The Defect Liability Period shall be applicable to all works under the contract. It shall commence from commissioning of all works and from date of issuance of the Commissioning Certificate to the Contractor and shall continue till 5 (five) years i.e up to end of Operation and Maintenance Period. During the Defect Liability Period, the Contractor shall remain liable for any technical or other defects. During Defects Liability Period, if any defect is found in the Plant, Material, Design or Workmanship for the works under the contract, the Contractor shall promptly, correct any errors, omissions, defects or deficiencies in such works, re-perform any part of the works, or repair, replace or otherwise make good such defect, in addition to any damage to the Site caused by such deficiency in all works under the contract, at the sole risk and expense of the Contractor. In the event of the Contractor failing or neglecting to commence execution of the said rectification work pertaining to all works under the contract, GSCL shall get the same executed and carried out internally or by any other agency accordance with Volume III- Part II Special Conditions of Contract.

## 6. Submission Forms & Formats

### 6.1 Template for Pre-Bid Queries

The queries shall be sent by Email to the Employer on or before the date and time mentioned in the Bid datasheet.

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



## 6.2 Pre-qualification cum Technical Bid checklist

Sl. No.	Checklist Items	Compliance (Yes or No)	Page No. And Section No. in bid
<b>Pre-qualification checklist</b>			
1	RFP Document fees		
2	Earnest Money Deposit		
3	Bid Covering Letter		
4	About Bidder/ Bidder's Company Profile		
5	Legal		
5.1	Copy of Certificate of Incorporation/Registration Certificate		
5.2	PAN card		
5.3	GST Registration certificate		
6	Audited financial statements for the last Seven financial years And Certificate from the Statutory Auditor.		
7	Declaration of non-blacklisting		
8	No Deviation Certificate		
9	Total Responsibility Certificate		
10	Project Experience Certificate for similar works		
11	Anti Collusion Certificate		
12	Power of Attorney		
13	Line of Credit		
14	Joint Venture Agreement ( If Applicable)	NA	NA
15	Documentary evidence showing Bidder as a well established Civil Engineering Contractor with 05 years of experience with capability of Construction of all type of Civil/Mechanical/Electrical Works		
16	Documentary evidence showing adequate experience in mobilizing equipments & personnel for large contracts		
17	Self Declaration on financial liabilities, work on hand/completed projects on Rs.		

	100/- Non Judicial stamp paper		
18	Undertaking on Non Judicial Stamp paper of Rs. 100/- Duly signed by authorized signatory regarding status-quo to be maintained by JV partners.( If Applicable)		
19	Pending Litigation/ Litigation History		
<b>Technical Proposal Checklist</b>			
20	Technical Proposal Submission Form		
21	Bidder's Technical proposal		
21.1	Schedule 1.3- Proposed Nominated Subcontractor's Information		
21.2	Schedule No. 2 – Design Arrangements		
	Schedule 2.1 – General Information		
	Schedule 2.2 – Particular Design Experience		
	Schedule 2.3– Design Preparation Work Program Design Preparation Work Schedule and Planning for Deliverables		
	Schedule 2.4 – Design Personnel		
21.3	Schedule No. 3 – Preliminary Construction Program		
	Schedule No. 3.1 – Site Organization & Method Statement		
	Schedule No. 3.2 – Mobilization & Construction Form		
	Schedule No. 3.3 – Contractor's		

	Equipment		
	Schedule No. 3.4 – Contractor's Personnel		
21.4	Schedule No. 4 – O & M methodology		
22	MoU with Nominated Sub Contractor if any for MEP Works		
23	Datasheets 1. For HVAC 2. Electricals 3. IBMS		
24	Electrical System related documents as per requirements set forth in Vol-II, Schedule –B /Technical Specifications for Electrical Works/ Clause no. 15		
25	HVAC System related documents as per requirements set forth in Vol-II, Schedule –B /Technical Specifications for HVAC Works/ Clause no. 5		
<b>General Checklist</b>			
26	All the pages of the bids are sequentially arranged as per Bid format given in clause no. 3.14, numbered, initialed & Stamped and signed by Authorized Signatory		NA

### 6.3 Bid Covering Letter

Date: dd / mm / yyyy

To,

[*The Employer*]

Sub: **Request for Proposal for** " Design, Construction, Testing, Commissioning as well as Operation & Maintenance for Five years for Integrated Command Control Centre Building for Guwahati Smart City Limited "" Ref: RFP No. <<.....>> **dated << .....>>**

Dear Sir,

With reference to your "**Request for Proposal for** "Design, Construction, Testing, Commissioning as well as Operation & Maintenance for Five years for Integrated Command Control Centre Building for Guwahati Smart City Limited " " we hereby submit our Qualification bid, Technical Bid and Financial/Price Bid for the same.

We hereby declare that:

- (a) We acknowledge and unconditionally accept that the Employer can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- (b) We have submitted EMD of INR [ ] in the form of Bank Guarantee and Tender fee of INR [ ] in form of Demand Draft / Bankers Cheque.
- (c) We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- (d) We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification cum Technical bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- (e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provisions as per these terms and conditions.
- (f) In the event of acceptance of our bid, we do hereby undertake:
  - Design, Construction and 5 year O & M and completion of the following:
    - All necessary Confirmatory Topographical, Geotechnical Survey & Investigation Works.
    - Dismantling & Removal of Trees, existing structures etc. within the site.
    - Design, Build, O & M for 5 years of the following major works identified under the contract :
      - G+4 Integrated Command & Control Centre (ICCC) building.
      - All Civil Works of services related Tanks, Rooms viz. Under Ground & overhead Tanks, pump room, Compact substation (CSS) structures etc.

- Boundary Wall, gate, Site Development, landscape Works.
- All Architectural, Interior, Furniture Works.
- Electrical Works
- Plumbing Works
- Fire Fighting Works.
- HVAC works
- Building Management System Works

- All other works and services ancillary or related to the full completion of the Works in accordance with the 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.

- (g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- (h) We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- (i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

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

\_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

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

## 6.4 About Bidder/ Bidder's Company profile

### A. Brief company profile

(To be submitted by Sole Bidder / ~~all members of Joint Venture~~)

SL.NO.	PARTICULARS	DESCRIPTION OR DETAILS
1	Name of Bidder	
2	Legal status of Bidder (Company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	
4	Registered office address	
5	Incorporation date and number	
6	GST Registration Number	
8	PAN Number	
9	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	

### B. Legal

(To be submitted by Sole Bidder / ~~all members of Joint Venture~~)

1. Certificate of Incorporation
2. Pan Card
3. GST Registration Certificate
4. Registration certificate of Class-I APWD/ Equivalent.
5. Electrical License

### C. Financial Turnover

(To be submitted by Sole Bidder / ~~all members of Joint Venture~~)

The financial turnover of the company is provided as follows:

	2014-15	2015-16	2016-17	2017-18	2018-19
Annual Turnover					

Copy of audited financial statements or declaration for each Financial Year from the appointed Chartered Accountant to be provided as proof of the financial turnover.

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

## 6.5 Declaration of Non-Blacklisting

(To be submitted by Sole Bidder / ~~all members of Joint Venture~~)

(To be provided on the Company letter head)

### Declaration Bidder:

Place

Date

To,

[        ]

**Subject:** Self Declaration of not been blacklisted in response to the Request for Proposal for " Design, Construction, Testing, Commissioning as well as Operation & Maintenance for Five years for Integrated Command Control Centre Building for Guwahati Smart City Limited "

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

Dear Sir,

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

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

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



**6.6 No Deviation Certificate**

**(To be submitted by Sole Bidder /~~Lead Bidder of Joint Venture~~)**

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

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

## 6.7 Total Responsibility Certificate

**(To be submitted by Sole Bidder / ~~Lead Bidder 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:

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

## 6.8 Project Experience Certificate for Similar Works

6.8.1 STATEMENT - A -Statement showing the similar works completed in the last five years. i.e. for a period starting from 01/04/2015 and ending one month prior to Bid Submission Date

SI No	Name of Department / Client with Address	Name of work	Tendered 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	Time limit in year and months		Percentage rate and amount of Penalty if any	Reasons for delay in completion of work	Supporting Document Page Number in the bid
					Target Date	Completion Date		Original Y M	Extended Y M			
1	2	3	5	6	7a	7b	8	9a	9b	10	11	12

Note: -

1. Supporting documents in the form of Attested Copies of Work Order and Completion Certificates/ (for substantially completed project, phase completion certificate showing 80% of the contract value's worth of work is completed shall be accepted) from Competent Authority (Engineer In charge, not below the rank of Executive Engineer of Employer) shall be attached in respect of each work. **These certificates must demonstrate the eligibility of meeting the requirement for similar nature of Works mentioned under clause no 3.3.3 above.**
2. In case, nominated sub contractor is proposed for MEP works, Certificates from Competent authority (Engineer In charge, not below the rank of Executive Engineer of Employer) issued to the Sub contractor shall be attached with the details as mentioned in the table above.
3. Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

Seal & Signature of Bidder

6.8.2 STATEMENT – B- Statement showing the similar works on hand / in progress

Sl No.	Name of Department / Client with Address	Name of work	Tendered 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	Supporting Document Page Number in the bid
					Target Date	% Progress till Date		Original Y M	Extended (if any) Y M		
1	2	3	5	6	7a	7b	8	9a	9b	10	11

Note: -

1. Supporting documents in the form of Attested Copies of Work Order and phased Completion Certificates from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) shall be attached in respect of each work.
2. The above project experience shall be considered to calculate the Value (B) for available Bidding Capacity of the Bidder. The Value B is the Value of the existing commitments as on date of bid submission for works to be completed in the next **One Year**.
3. Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

Seal & Signature of Bidder

**6.9 Anti-Collusion Certificate**

(To be submitted by Sole Bidder \ ~~Lead Bidder of Joint Venture~~)

We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal for " Design, Construction, Testing, Commissioning as well as Operation & Maintenance for Five years for Integrated Command Control Centre Building for Guwahati Smart City Limited "** "against the RFP issued by Employer, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

.

(Signature of the Lead Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

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

**6.10 Format for Power of Attorney to Authorize Signatory**

**(To be submitted by Sole Bidder /~~Lead Member of Joint Venture~~)**

**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 Technical and Financial Bid, 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)

Our firm is Lead bidder of the Joint Venture of \_\_\_\_\_

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

\_\_\_\_\_

(Signature and Name of authorized signatory)

Signatory for the Company)

Seal of firm Company

---

(Signature and Name in block letters of all the remaining partners representative of the firm)

Seal of the Partner Company

Witness 1:

Witness 2:

Notes:

- a. 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 and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**6.11 Format for Line of Credit**

**(To be obtained by the Sole Bidder / ~~All Members of Joint Venture~~)**

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.



**6.12 Joint Venture Agreement – Not Applicable**

**6.13 Litigation History / Pending Litigation**

Bidder's Name:

Name of Contract:

To be completed for each Bidder or JV partner

<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in INR</b>	<b>Value of Pending Claim as a Percentage of Net Worth</b>

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

## 6.14 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 Guwahati Smart City Limited (hereinafter called “the Employer”)

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

I. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_  
\_\_\_\_\_

Signature

Witness \_\_\_\_\_  
\_\_\_\_\_

Printed Name

**(Bank's common seal)**

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

## 6.15 Technical Proposal Submission Forms

### Letter of Technical Proposal

**[... Letterhead of the Bidder including full postal address, telephone no., fax no., telex no., and cable address ...]**

Date: .....

RFP Number:.....

Name of the Work: **[... insert name of the Work ...]**

To:

**[...Employer ...]**

We, the undersigned, declare that:

- (a) We have examined, understood and checked the Conditions of Contract, Employer's Requirements and Schedules for the above-named Works and have ascertained that they contain no errors or other defects.
- (b) We accordingly offer to design, execute monitor for 5 years and complete the Works and remedy any defects therein, in conformity with our Contractor's Proposal.
- (c) You and your official representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted with this Technical Proposal, and to seek clarification from our bankers, previous employers and clients and any JV partner named in this Technical Proposal Submission Form regarding any aspect relating to our Technical Proposal. This Technical Proposal Submission Form will also serve as the authorization for any individual or official representative of any organization referred to in this Technical Proposal, to provide such information as may be requested by yourselves to verify the statements and the information provided in this Technical Proposal;
- (d) We further undertake, upon receiving your written invitation during the Technical Bid Evaluation stage, to proceed with the preparation of our final Technical Proposal rectifying any material deviation, reservation or omission, as may be notified to us as part of your invitation and subsequently shall submit the final technical proposal.

We remain,

Yours sincerely,

Name:

---

In the capacity of:

---

Signed

---

Duly authorized to sign  
the Technical Proposal  
Submission Form  
for and on behalf of:

Date:

---

---

Attachments:

- Bidder's Technical Proposal

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

## 6.16 Bidders's Technical Proposal

### 6.16.1 Schedule No. 1: Proposed Nominated Subcontractor's Information

Bidder's Name:

Name of Contract:

Subcontractor's Information	
Nominated Subcontractor's legal name	
Nominated Subcontractor's year and country of constitution	
Nominated Subcontractor's legal address in country of constitution	
Nominated Subcontractor's authorized representative	[ ... insert name, address, telephone numbers, fax numbers, e-mail address ...]
Rationale for Proposed Subcontracting	
<p>1. Brief Description and the Estimated value of the part of the Works, which is intended to be subcontracted;</p> <p>2. Description of the capability and resources of the named subcontractor (s) to perform the proposed part of the Works including:</p> <ul style="list-style-type: none"> <li>i) Experience and past performance on the execution of similar works; ( experience certificate issued by competent authority of employer to be enclosed)</li> <li>ii) Capabilities with respect to personnel, equipment, and construction; and</li> <li>iii) Financial position</li> </ul> <p>3. Appropriate justification of the need for the use of the proposed subcontractor for the execution of the Works versus the Bidder</p>	
<p><b>Attached are copies of the following original documents.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Authorization to represent the subcontractor named above.</li> <li><input type="checkbox"/> 2. Copy of formal intent to enter into subcontract.</li> </ul>	

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



6.16.2 Schedule No. 2: Design Preparation Work Program

**Schedule No. 2.1: Design Preparation Work Program**

Bidder's Name:

Name of Contract:

Specify the names of all parties involved throughout the preparation of the detailed engineering design up to the issuance of the construction permit, in accordance with the Law Governing the Contract.

The following phases of completion of the detailed engineering design shall be specifically identified:

- A. Preparation of detailed engineering designs including, but not limited to, the roles, approval procedures between:
  - a) the Employer;
  - b) the Contractor;
  
- B. Approval of the detailed engineering design, in accordance with the local regulatory requirements including, but not limited to, the roles, approval procedures between:
  - a) the local design approval authority(s);
  - b) the Employer;
  - c) the Contractor;
  - d) estimated time for completion each step of the design approval process;
  - e) description of the input and availability of the key design personnel of the Bidder
  - f) other information as may be considered applicable or relevant

**Schedule No. 2.2: Design Preparation Work Schedule and Planning for Deliverables**

Bidder's Name:

Name of Contract:

	Deliverables	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	{e.g., Deliverable #1: Design Preparation}													
	1) Design team mobilization													
	2) .....													
	3) Detailed engineering design													
	4) Engineer's comments													
	5) Final detailed engineering designs}													
<b>D-2</b>	{e.g., Deliverable #2: Design Approval / Construction permit}													

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Engineer's approvals or references to the particular Sub-Clause in the Conditions of Contract. For phased design completion, indicate the activities, benchmarks, etc. separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**Schedule No. 2.3: Design Personnel**

Bidder's Name:

Name of Contract:

<b>Design Personnel (Foreign/National)</b>				
<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>

Note: CVs of Each proposed staff shall be submitted as per the format given in the following section.

## CURRICULUM VITAE (CV)

To be provided to each design personnel named in Schedule No. 2.4 [*Design Personnel*]

<b>Position Assigned:</b>	[ ... e.g., TEAM LEADER ... ]
<b>Name of Firm:</b>	[ ... insert name of firm proposing the expert ... ]
<b>Name of Expert:</b>	[ ... insert full name ... ]
<b>Date of Birth:</b>	[ ... day/month/year ... ]
<b>Citizenship</b>	

**Education:** [... List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained ...]

.....

.....

**Employment record relevant to the assignment:** [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, type of employment (full time, part time, contractual), types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Contract</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail..... Mr. ....]		

**Membership in Professional Associations and Publications:**

.....  
**Language Skills (indicate only languages in which you can work):**  
.....

**Adequacy for the Contract:**

<b>Detailed Tasks Assigned on Designer’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
[... list all deliverables/tasks in which the Expert will be involved ...]	

**Expert’s contact information:** (e-mail....., phone.....)

**Certification:**

**I, the undersigned, certify to the best of my knowledge and belief that**

- (i) This CV correctly describes my qualifications and experience**
- (ii) I am not employed by the Employer**
- (iii) I was not part of the team who wrote the Bidding Documents for this Contract**
- (iv) I am not currently debarred by a multilateral development bank**
- (v) I certify that I have been informed by the Bidder that it is including my CV in the Contractor’s Proposal for the [ ... insert name of the Contract ...]. I confirm that I will be available to carry out the Contract for which my CV has been submitted.**

Or [... If CV is signed by the firm’s authorized representative and the written agreement attached...]

- (vi) I, as the authorized representative of the Bidder submitting this Contractor’s Proposal for the [... insert name of the Contract ...], certify that I have obtained the consent of the named expert to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the Contract in accordance with the Contractor’s Proposal.**

**I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.**

[ ... Signature of expert or authorized representative of the Bidder ...]<sup>1</sup>  
[...Day/Month/Year ...]

Full name of authorized representative:

\_\_\_\_\_

<sup>1</sup> A copy of the CV signed by the expert and/or specialist must be submitted to the Employer prior to the Commencement of the execution of the Works.

6.16.3 Schedule No 3: Preliminary Construction Program

Bidder's Name:

Name of Contract:

The Bidder's Preliminary Construction Program shall include the following Forms:

Schedule 3.1 - Site Organization and Method Statement

Schedule 3.2 - Mobilization and Construction Form

Schedule 3.3 - Contractor's Equipment

Schedule 3.4 - Contractor's Personnel

### **Schedule 3.1: Site Organization and Method Statement**

Bidder's Name:

Name of Contract:

**The Bidder shall provide general description of the arrangements and method statement which the Bidder intends to adopt for the execution of the Works. The Bidder's arrangements and method statement should demonstrate their adequacy for satisfactory execution of the Works outlined in the Contractor's Proposal.**

**The Method Statement should comprise the following:**

- (a) Proposed plan including timeframe for performing various tasks in accordance with the scope of work as set out in relevant sections**
- (b) Details of technology to be adopted by the Bidder for undertaking this Project;**
- (c) Flow chart of process setting out the manner in which the Bidder shall undertake the Project.**

### Schedule 3.2: Mobilization and Construction

Bidder's Name:

Name of Contract:

SI No	Activity <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
	{e.g.,													
1	Design Preparation													
2	Mobilization of Concrete plant													
3	.....													
4	Issuance of Construction permit													
5	Commencement of the Works													
6	.....													
7	Test													

1. List the construction activities with the breakdown for activities required to produce them and other benchmarks such as the Engineer's approvals or references to the particular Sub-Clause in the Conditions of Contract. Indicate the activities, benchmarks, etc separately for each Section of the Works, if any.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart including:
  - a. anticipated construction rates for key construction activities
  - b. anticipated sources of the key construction materials and associated transportation distances



### Schedule 3.3: Contractor's Equipment

Bidder's Name:

Name of Contract:

**The Bidder shall list key construction equipment necessary for satisfactory execution of the Works proposed by the Bidder in the Contractor's Proposal.**

**A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.**

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Owned                         <input type="checkbox"/> Rented                         <input type="checkbox"/> Leased                         <input type="checkbox"/> Specially manufactured                 </div>	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner
	Address of owner

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

### Schedule 3.4: Contractor's Personnel

Bidder's Name:

Name of Contract:

**The Bidder shall provide the names of the Contractor's Representative and Personnel who shall be subject the Engineer's approval in accordance with the Contract. The data on their experience should be supplied using the Form below for each candidate.**

Title of position / Name
Title of position: Contractor's Representative
Name
Title of position
Name
Title of position
Name
Title of position
Name
Title of position
Name

Note: CVs of each proposed staff shall be submitted as per the formats given in the following section.

### Resume of Contractor's Personnel

Bidder's Name:

Name of Contract:

**The Bidder shall provide all the information requested below for each of the personnel listed the Form of the Contractor's Personnel. Fields with asterix (\*) shall be used for evaluation.**

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

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

From*	To*	Company, Project , Position, and Relevant Technical and Management Experience*

6.16.4 Schedule No. 4: Operation & Maintenance Works

**Schedule No. 4: O & M works methodology**

[ ... The Bidder shall provide in this Schedule its Operation and Maintenance methodology  
The proposal shall be limited to, a brief description of the proposed O & M methodology for  
the mentioned works, ]

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