

**Request for Proposal**  
**For**  
**Operation & Maintenance of 12 nos. Of Water ATM for**  
**period of Four (4) Years in Guwahati, Assam**  
**Under**  
**Guwahati Smart City Mission**



Notice No. **SPV/GSCL/DEV/76/2017/285**

October 2019



Guwahati Smart City Limited

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# **Volume I: Instruction to Bidders**

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## 1 Important Dates

Activity	Deadline
Release date for RFP	01/11/2019 from 17:00 hr Onwards
Last date of receipt of queries on RFP	15/11/2019 Up to 17.00 hr
Pre- Bid Meeting Date And Place	18/11/2019 from 11:00 hr at the Office of The Managing Director Guwahati Smart City Limited (GSCL) 4 <sup>th</sup> Floor, Aditya Tower, Near Hotel Novotel Down Town Hospital Bus Stop, Dispur Guwahati- 781006 Email : <a href="mailto:mdsmartguwahati@gmail.com">mdsmartguwahati@gmail.com</a>
Posting of response to queries	On web sites. <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
Last Date of online submission of Bids	03/12/2019 Up to 15.00 hr
Last Date of Physical submission of Bid (Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	04/12/2019 Up to 11.00 hr
Date of opening of Tender Fee, EMD and Prequalification Bid cum Technical Bid	04/12/2019 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 Present status of the installed Water ATMs

- 2.3.1 Guwahati Smart City Limited has implemented 20 numbers of any time water ATM with a scope of works involving Design, Build & Operatation for one year. GSCL has succesfully completed installation of all the 20 nos. of Water ATM on 20<sup>th</sup> July 2018 and presently the Contractor is providing the Operation & maintenance services. Out of 20 nos. of Water ATM, O & M services of 12 numbers of Water ATMs has expired on 20/09/2019. Presently, the **This contract is for engagement of a suitable contractor for the Operation & Maintenance of those 12 numbers of Water ATM.**
- 2.3.2 Presently installed Water ATMs has RO & UF based water purification system which is working on the sensors and automatically advanced system to comply BIS standards of water. The machines are fully automatic water ATM machine which works only if treated water is complying standards and having facility to auto cut off in case of water tank is full or the set temperature is achieved. There are three water dispensing units which works on coin and RFID card for dispensing of water @ Rs. 1 for 250 ML, Rs. 5 for 1 Litre, Rs 10 for 5 L, Rs 25 for 20 L. All collections out of sell of Water shall go to the A/c of GSCL &

Contractor shall have no claim whatsoever over the collections made out of selling of drinking water.

## **2.4 Brief Scope of work**

- 2.4.1 The works to be carried out under this Contract shall consist of Operation & maintenance services for 12 numbers of Water ATM installed in different public spaces across Guwahati under GSCL including but not limited to services involving maintenance of the physical infrastructure of the Water ATMs, supply of Manpower, Machineries, Chemical, Replacement of all spare parts such as Filter, RO Membrane, Pumps, Valves, Flow Sensors, Pressure gauge and any other components etc. as and when necessary for smooth functioning of all the Water ATMs as well as supply of Paper Glass for 250 ml dispensed water for a period of Four (4) years as specified herein and in accordance with the terms of this Contract and the requirement of the Employer as specified in this RFP. Contractor shall be responsible for presence of Raw water & Electricity 24x7 in all the Water ATMs. The charges for Raw water & Electricity shall be reimbursed by GSCL to contractor at actual on submission of receipts/Bills. Cost for the charges of Raw Water & Electricity shall not be quoted in the Price Bid BOQ Vol-IV. For Detailed Scope of Works & Technical Specifications, Refer Vol-II.
- 2.4.2 The Contractor shall provide drinking water that is pleasant to the senses: taste, sight and smell and provide safe, reliable drinking water to the communities they serve.
- 2.4.3 The Contractor shall ensure running of the Water ATMs 24 X 7.
- 2.4.4 One Operator shall be deployed for each Water ATM from 6 AM to 10 PM everyday. During the period 10 PM to 6 AM the machines shall be operational without Operator.
- 2.4.5 Handle all complaints received by Customer or Official regarding non operation of Machine.
- 2.4.6 Regular visit by the Technician ( One no of Technician to be deployed for all 12 Water ATM ) specifically to be deployed for this Contract to ATMs to check if there is any issue in the machines of machine.
- 2.4.7 Cleaning of the Machines on day today basis.
- 2.4.8 Regular visits by the Technician to check the quality of water. If the quality of Water is not within the permissible limit, necessary repair to be done to attain the desired water quality.

## **2.5 RFP Format**

- 2.5.1 The intent of this RFP is to invite bids from the Bidders for “Operation & Maintenance of 12 Nos. Of Water ATM for Period of Four (4) years”

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 and specifications.

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

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

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



## 2.6 Bid Data Sheet

SI No	Item	Description
1.	Scope of Work	The scope of work includes Proposal for “Operation & Maintenance of 12 Nos. Of Water ATM for Period of Four (4) years”
2.	Method of Selection	Technically Qualified Lowest Evaluated (L1) Bidder
3.	Availability of RFP Documents	Download from <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> online tender submission on <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
4	Employer / Authority	Guwahati Smart City Limited, 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	INR 2.35 Crore (INR Two Crore and Thirty Fove lakhs only)( Operation and Maintenance cost for Four years )
7	Operation and Maintenance Period	04 (Four) years after issue of Notice to Proceed.
9	Defects liability period	04 (Four) years from the date of issuance of Notice to Proceed.
10	Date of Issuance of RFP	01/11/2019 from 17:00 hr Onwards
11	Tender document fee (Non-refundable)	INR 2000/- (INR Two Thousand Only) in the form of Demand Draft / Bankers Cheque in favour of MD, GSCL payable at Guwahati.

<b>Sl No</b>	<b>Item</b>	<b>Description</b>
12	Bid Security/Earnest Money Deposit (EMD)	INR Rs 2,35,000 /- ( Rupees Two lakhs Thirty Five Thousand only)in form of by Bank Guarantee of Nationalized bank, having branch at Guwahati (as per format attached in Bid Document)
14	Last date and time for Submission of Pre-Bid Queries	15/11/2019 Up to 17.00 hr
15	Pre-Bid Meeting Date, time & venue	18/11/2019 at 11.00 hr at the office of Guwahati Smart City Limited
16	Posting of responses to queries (on website)	on <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
17	Last Date and time for on- line bid submission	03/12/2019 Up to 15.00 hr
18	Last Date of Physical submission of Bid ( Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	04/12/2019 Up to 11.00 hr
18	Date of opening of Tender Fee, EMD and Pre Qualification cum Technical Bid	04/12/2019 at 15:00 hr
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 of 4 yrs of O & M services.
21	Performance Security	10 ( Ten) percent of Contract Amount in form of Bank guarantee valid up to the end of Operation and Maintenance Period

SI No	Item	Description
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

### 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.

### **3.2 Eligible Bidders**

3.2.1 The Bidder shall be registered under Indian Companies Act, 1956/2013 or its amended act.

3.2.2 The Bidder shall be a single legal entity (firm, company etc.). The Bidder shall be in existence for at least 3 years and should have performed similar nature of works of installation and Operation & Maintenance of Water ATMs in Government or municipal sectors or public places having treatment technology as per Annexure-3 IS 14543 and finished water quality as per IS 10500-2012.

3.2.3 The Bidder must have the minimum staff mentioned below for the tendered works. A Project Manager/ Coordinator with not less than 15 (Fifteen) years experience in managing Operation & Maintenance of Water ATM is to be deployed.

No.	Position	Nos	Experience In Similar Works [years]
1	Project Manager/ Coordinator	1	15
2	Operator cum Security man	12	5
3	Water ATM Technician	1	10

3.2.3.1 The submissions shall be made as per schedules/ forms given in relevant sections.

3.2.4 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.

3.2.5 The Bidders are required to upload digitally signed scanned copies along with their applications, certificates obtained from the concerned authorities/ employers towards proof.

3.2.6 Qualification of the bidder :

3.2.6.1 Submit a written power of attorney authorizing the signatory of the bid to submit the bidder as per the format given in relevant sections.

3.2.6.2 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.

3.2.6.3 Submit proposals regarding Operations & Maintenance 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.

3.2.6.4 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 (at 2018-2019 Price level) from contract receipt of works (Works pertaining to Installation, Operation & Maintenance of Water ATM only) of **Rs 70 Lakhs** in last seven financial years i.e. from year 2012-2013 to year 2018-2019

Note:

(a) The details pertaining to turnover for the year **2012-2013 to 2018-2019** shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover certificate to be certified by Chartered Accountant should have Unique Document Identification Number (UDIN). Turnover of financial year 2018-2019 shall be considered subject to submission of provisional/audited certificate from chartered accountant by the Bidder.

3.3.2 Similar nature of work :

- The bidder must have successfully completed, installed and commissioned at least 6 nos. of Water ATM in Government or municipal sectors or public places having treatment technology as per Annexure-3 IS 14543 and finished Water Quality as per IS 10500-2012.
- The bidder must have experience of successful Operation & Maintenance in at least 06 locations or more for a minimum continuous six months.

3.3.3 Litigation History

3.3.3.1 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.

3.3.3.2 A consistent history of litigation awards against the Bidder or any partner of a JV 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 relevant section.

3.3.4 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. For conversion of US Dollar to Rupees, the rate of conversion shall be as per RBI notified rate as under prevailing rate on 31st March of corresponding financial year. In case of any other currency the same shall be converted to prevailing rate of US Dollar of the corresponding year and amount so derived in US dollar shall be converted into Rupees ( as per RBI notified rate as under prevailing rate on 31st March of corresponding year.)
- VII. Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work.
- VIII. 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.
- IX. Turnover of previous year and cost of completed / executed similar nature of work O & M services works for Water ATM, shall be given additional weight age of ten percent per year to bring them to **2018-2019 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
2009-2010	J	2.3 x J

<b>Financial Year</b>	<b>Turnover/ Cost of Executed work/O&amp;M</b>	<b>Effective cost of executed work at previous completed financial year's price level</b>
2010-2011	I	2.2 x I
2011-2012	H	1.95 x H
2012-2013	G	1.77 x G
2013-2014	F	1.61 x F
2014-2015	E	1.46 x E
2015-2016	D	1.33 x D
2016-2017	C	1.21 x C
2017-2018	B	1.10 x B
2018-2019	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. The details pertaining to Turnover for the year 2012-2013 to 2018-2019 shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover certificate to be Certified by Chartered Accountant should have Unique Document Identification Number (UDIN).

Turnover of financial year 2018-2019 shall be considered subject to submission of provisional/audited certificate from chartered accountant by the bidder.

**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 pre-bid meeting and will respond to any request for clarification or modification of the bidding documents. Employer shall formally respond to the pre-bid queries after the pre-bid meeting. 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 meeting, 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 RFP Document Fee**

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



Tender Fee of INR 2000/- (INR Two Thousand Only) shall be paid in form of Demand Draft or Bankers Cheque. The tender fee shall be non-refundable. Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

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

EMD of INR Rs 2, 35,000/- /- (Rupees Two lakhs Thirty Five Thousand only) shall be paid in form of Bank Guarantee. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by Employer 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 Employer 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.

### **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 "Operation & Maintenance of 12 Nos. of Water ATM for period of Four (4) Years"	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 O & M methodology to be adopted covering details of Manpower Deployment, Management of Raw Water Supply, Electricity, Necessary Spare Parts, Weekly, Fortnightly, Monthly Maintenance Schedule Check List etc.

### 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 6.2
<b>Prequalification Bid</b>		
2	RFP Document Fees	As per the requirement given in relevant clauses of this RFP
3	Earnest Money Deposit (EMD)	As per format provided in section 6.15 of this document and requirement given in relevant clauses of this RFP.
4	Bid Covering Letter	As per format provided in section 6.3
5	About Bidder/ Bidder's Company profile	As per format provided in section 6.4, A of this document.
6	Legal	As per format provided in section 6.4, B of this document.
7	Financial Turnover	As per format provided in section 6.4, C of this document.
8	Declaration of Non- Blacklisting	As per format provided in section 6.5
9	No Deviation Certificate	As per format provided in section 6.6
10	Total Responsibility certificate	As per format provided in section 6.7
11	Project Experience	As per format provided in section 6.8 & 6.9
12	Anti-Collusion Certificate	As per format provided in section 6.10

13	Power of Attorney	As per format provided in section 6.11
14	Self Declaration on financial liabilities, work on hand/completed projects on Rs. 100/- Non Judicial stamp paper	As per requirement given in section 3.2.6.4 in suitable formats
15	Pending Litigation/Litigation History	As per format provided in section 6.13
<b>Technical Bid/Proposal</b>		
17	Technical Proposal Submission Form	As per format provided in section 6.16
18	Bidder's Technical Proposal- O & M methodology	As per format provided in section 6.17

#### 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) 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 all the sites of 12 Water ATM & shall assess the physical condition of the Water ATMs before quoting his price. His quote shall consider the present conditions of all the Water ATMs and No extra payment shall be made in case Bidder fails to assess conditions of any components of the Water ATMs during the Pre Bid Stage, which would have an impact during the O & M services period of Four years.
- (b) 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.
- (c) 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.
- (d) 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 four (04) 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.

- (e) 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
  - Eligible Bidders
  - Minimum Qualification Criteria
- (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 i.e the O & M methodology 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 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 Subcontractors – Not Allowed

#### 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.

#### 4.4.3 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 of Four (4) Years. 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.

## **5.1 Operation & Maintenance**

Bidder shall provide Comprehensive maintenance during Operation and Maintenance Period of Four years

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

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

#### **5.4 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.

#### **5.5 Defect Liability 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		
11	Anti Collusion Certificate		
12	Power of Attorney		
13	Line of Credit		
14	Documentary evidence showing Bidder as a well established organization with capability of Installation, O&M of at least 6 numbers of Water ATMs		
15	Self Declaration on financial liabilities, work on hand/completed projects on Rs. 100/- Non Judicial stamp paper		
16	Pending Litigation/ Litigation History		
<b>Technical Proposal Checklist</b>			
19	Technical Proposal Submission Form		

20	Bidder's Technical proposal		
21.4	Schedule No. 4 – O & M methodology		
<b>General Checklist</b>			
22	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** "Operation & Maintenance of 12 Numbers of Water ATM for period of 4 years in Guwahati" Ref: RFP No. <<.....>> **dated** <<.....>>

Dear Sir,

With reference to your "**Request for Proposal for** "Operation & Maintenance of 12 Numbers of Water ATM for period of 4 years in Guwahati" 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:
  - "Operation & Maintenance of 12 Numbers of Water ATM for period of 4 years in Guwahati
  - We affirm that the prices quoted are inclusive of all cost pertaining to O & M services for 12 numbers of Water ATM for Four (4) Years 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

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

1. Certificate of Incorporation
2. Pan Card
3. GST Registration Certificate

### C. Financial Turnover

The financial turnover of the company is provided as follows:

	2012-13	2013-14	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 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 "Operation & Maintenance of 12 Numbers of Water ATM for period of 4 years in Guwahati"

**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**

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**

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**

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		Details of Water ATM installed & provision of O&M		O & M Period		Supporting Document Page Number in the bid
					Target Date	Completion Date	Type of Water ATM	No of Water ATM	As provided in Contract	As completed as on date	
1	2	3	4	5	6a	6b	7a	7b	8a	8b	9

Note: -

1. Supporting documents in the form of Attested Copies of Work Order and Completion Certificates as per the model format given in subsequent sections from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) shall be attached in respect of each work.
2. 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 Model Format of Completion Certificate**

**To Whomsoever It may Concern**

Certified that M/s.....have successfully completed and commissioned the work of Installation, Commissioning & Maintenance of water ATMs as awarded vide the Work order no.....dated.....costing Rs.....as per following details:

<b>SI No.</b>	<b>Location of Water ATM (Provide Full Address)</b>	<b>Date of Completion</b>	<b>Capacity</b>	<b>Whether Operational on that Date of submission of Proposal or not</b>	<b>Remarks</b>

Note:

1. 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

**6.10 Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal for "Operation & Maintenance of 12 Numbers of Water ATM for period of 4 years in Guwahati"** 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 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.

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

POWER OF ATTORNEY

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

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the 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.

**6.12 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.



## 6.13 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.

## 6.14 Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

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

The conditions of this obligation are:

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

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

<<Amount in words>> only)

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

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

(Authorized Signatory of the Bank)

Seal:

Date:

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 or 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) W  
e 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) W  
e accordingly offer to Operate & Maintain 12 Number of existing Water ATM constructed by GSCL for Four (4) Years 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) W  
e 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**

### **O & M works methodology**

Bidder's Name:

Name of Contract:

[ ... The Bidder shall provide in this Schedule its Operation and Maintenance methodology to be adopted for the 12 numbers of existing Water ATM for four (4) years. The proposal shall be limited to, a brief description of the proposed O & M methodology covering details of Manpower Deployment, Management of Raw Water Supply, Electricity, Necessary Spare Parts, Weekly, Fortnightly, Monthly Maintenance Schedule Check List etc, supported with, as may be applicable and appropriate for demonstrating how the Contractor proposes to satisfy the Employer's Requirements with drawings, O&M manuals ...]

Seal & Signature of Bidder

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