

**Request for Proposal
For
Streetscape & Beautification in Srimanta
Sankardev Kalashetra, Guwahati (Assam)**



VOL-I - INSTRUCTION TO BIDDERS

Notice No. SPV/GSCL/DEV/135/2019/21 dated 31.12.2021



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Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Managing Director, Guwahati Smart City Limited, (the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions, assessments and statements do not assert to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

Authority and its counterparts also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Authority is bound to select a Bidder or to appoint the Selected Bidder or the Contractor, as the case may be, for the Project and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Abbreviations and Definitions

“Accounting Year” OR **“Financial Year”** means the financial year commencing from the 1st day of April of any calendar year and ending on the 31st day of March of the next calendar year;

“Affected Party” shall have the meaning set forth in Clause 19.1 of the Draft Contract Agreement;

“Applicable Laws” means all laws, brought into force and effect by Government of India (GoI) and/or Government of Assam (GoA) including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Contract Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract Agreement;

“Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with implementation of the Project during the subsistence of this Contract Agreement;

“Appointed Date” means the date which is later of:

- a) the 15th day of this Contract Agreement; or
- b) the date on which the Authority has provided the Contractor access to the Project Site for implementation of the Project in conformity with the provisions of Article 8;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Authority” **“GSCL”** or **“Guwahati Smart City Limited”** shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals in the Draft Contract Agreement;

“Authority’s Default” shall have the meaning set forth in Clause 21.2.1 of the Draft Contract Agreement;

“Authority Representative” means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Contract Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Contract Agreement;

“Bank” Bank shall mean a Scheduled Bank within Reserve Bank of India Act, 1934;

“Bank Guarantee” means an irrevocable and unconditional bank guarantee payable on demand issued by a Bank in favor of Managing Director, GSCL, payable at Guwahati and furnished by the Contractor to the Authority for guaranteeing the due performance of the obligations of the Contractor under this Contract Agreement;

“Bid” means the documents in their entirety comprised in the Bid (Technical Bid and Financial Bid)

submitted by the Contractor in response to the RFP document issued by the Authority in accordance with the provisions thereof;

“**Bid Price**” means the amount specified in Clause 17.1 of the Draft Contract Agreement;

“**Bidder**” means as defined in Clause 1.1.6 of RFP document;

“**Bid Due Date**” means as defined in Clause 1.3 of RFP document;

“**Bidding Process**” means as defined in Clause 1.2.1 of RFP document;

“**Bid Security**” means Earnest Money Deposit as specified in Clause 2.4 of RFP document;

“**Change in Law**” means the occurrence of any of the following during the subsistence of Contract Agreement:

- a) the enactment of any new Indian law;
- b) the repeal, modification or re-enactment of any existing Indian law;
- c) the commencement of any Indian law which has not entered into effect until the date of execution of this Contract Agreement;
- d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of execution of this Contract Agreement;

“**Change of Scope**” shall have the meaning set forth in Article 13 of Draft Contract Agreement;

“**Change of Scope Notice**” shall have the meaning set forth in Clause 13.2.1 of the Draft Contract Agreement;

“**Change of Scope Order**” shall have the meaning set forth in Clause 13.2.4 of the Draft Contract Agreement;

“**Conflict of Interest**” shall have the meaning set forth in Clause 6.2 of RFP document (Instructions to Bidders)

“**Contract Agreement**” OR “**Agreement**” means this Contract Agreement to be signed between the Selected Bidder and the Authority for implementation of this Project.

“**Contractor's Default**” shall have the meaning set forth in Clause 21.1.1 of the Draft Contract Agreement;

“**Cure Period**” means the period specified in this Contract Agreement for curing any breach or default of any provision of this Contract Agreement by the Party responsible for such breach or default and shall:

- a) commence from the date on which a notice is delivered by one Party to the other Party asking the

latter to cure the breach or default specified in such notice;

- b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Contract Agreement; and
- c) not in any way be extended by any period of Suspension under this Contract Agreement; provided that if the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

“Damages” shall have the meaning set forth in paragraph (w) of Clause 1.2.1 of the Draft Contract Agreement;

“Defects” means any defect or deficiency in supplies and/or execution of the Works or any part thereof during Project Commissioning Period , which does not conform to the specifications and standards and hampers the execution of works

“Defects Liability Period” shall have the meaning set forth in Clause 15.1.1 of the Draft Contract Agreement;

“Dispute” shall have the meaning set forth in Clause 24.1.1 of the Draft Contract Agreement;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 24 of the Draft Contract Agreement;

“Document” or **“Documentation”** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Emergency” means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

“Encumbrances” means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 9.1 of the Draft Contract Agreement;

“Force Majeure” or **“Force Majeure Event”** shall have the meaning ascribed to it in Clause 19.1 of the Draft Contract Agreement;

“GoI” means the Government of India, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of India;

“GoA” means the Government of Assam, its respective departments or any other authorities, agencies

and instrumentalities functioning under the direction or control of the Government of Assam;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Contract Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Contract Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Government Instrumentality” means any department, division or subdivision of the Central Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including panchayat under the control of the Central Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Contract Agreement;

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 23.3;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 23.3;

“Indirect Political Event” shall have the meaning set forth in Clause 19.3 of the Draft Contract Agreement;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Contractor pursuant to Article 18 of the Draft Contract Agreement, and includes all insurances required to be taken out by the Contractor under Article 18 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“LoA” or “Letter of Award” means the letter of award issued to the Selected Bidder;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract Agreement and which act or event causes a material financial burden or loss to either Party;

“Non-Political Event” shall have the meaning set forth in Clause 19.2 of the Draft Contract Agreement;

“Parties” means the parties to this Contract Agreement collectively and “Party” shall mean any of the parties to this Contract Agreement individually;

“Performance Security” shall have the meaning set forth in Clause 7.1.1 of the Draft Contract Agreement;

“Plant” means the apparatus and machinery intended to form or forming part of the Works of the Project;

“Political Event” shall have the meaning set forth in Clause 19.4 of the Draft Contract Agreement;

“Project” means Streetscape & Beautification in Srimanta Sankardev Kalakshetra Guwahati (Assam) from the date of commissioning/start of the Show in accordance with the provisions this Contract Agreement;

“Project Assets” means all the hardware, equipment, furniture & fixtures, story, content, script, voice-over, music, software, licenses, any other Project components to be procured and installed by the Contractor at the Project Site for implementation of the Project in accordance with the provisions of this Contract Agreement;

“Project Commissioning Certificate” shall have the meaning set forth in Clause 12.4.1 of the Draft Contract Agreement;

“Project Commissioning Date” means the date on which the Project Commissioning Certificate is issued by the Authority to the Contractor which is not later than days 240 days from the Appointed Date or any date extended by the Authority;

“Project Commissioning Period” means the period commencing from the Appointed Date and ending on the date of the Project Commission Certificate issued by the Authority which is not later than days 240 days from the Appointed Date or extended period by the Authority, if any;

“Project Commissioning Schedule” means the progressive works/ Project milestone as set forth in Clause 10.3.1 of the Draft Contract Agreement;

“Project Site” mean the Srimanta Sankardev Kalakshetra, Guwahati (Assam)

“Re.”, “Rs.” or “Rupees” or “Indian Rupees” or “INR” means the lawful currency of the Republic of India;

“Scheduled Project Commissioning Date” shall be the date set forth in Clause 10.3.1 of the Draft Contract Agreement;

“Scope of the Project” shall have the meaning set forth in Clause 2.1 of the Draft Contract Agreement;

“Sub-contractor” means any person or persons to whom a part of the Works has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

“Suspension” shall have the meaning set forth in Clause 20.1.1 of the Draft Contract Agreement;

“Taxes” means any Indian taxes including GST, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

“Termination” means the expiry or earlier termination of this Contract Agreement as the case may be;

“Termination Notice” means the communication issued in accordance with this Contract Agreement by one Party to the other Party terminating this Contract Agreement;

“Termination Payment” means the amount payable by either Party to the other upon Termination in accordance with Article 21;

“Time Extension” shall have the meaning set forth in Clause 10.4.1 of the Draft Contract Agreement;

“User” means a person who intends to use Project or any part thereof as per the provisions of this Contract Agreement;

“Valuation of Unpaid works” shall have the meaning set forth in Clause 21.5.1 of the Draft Contract Agreement;

“Works” means all works including survey and investigation, Concept, design, engineering, procurement, supply, installation, testing and commissioning, any other works necessary to complete the Project in accordance with this Contract Agreement.

“Tender Fee” means as defined in Clause 2.4 of the RFP document (Instruction to Bidders)

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1. INTRODUCTION

1.1 BACKGROUND

- 1.1.1 Srimanta Sankaradeva Kalakshetra (SSK) is located at Panjabari Guwahati in the city of Guwahati, Assam. Total site area about 17.5 hectares. It has two phases 1. Srimanta Sankaradeva Kalakshetra (SSK) Phase –I, Srimanta Sankaradeva International Convention Centre (SSICC) phase-II. It is one of major attractions for the tourists visiting the city. The cultural complex is known for preservation, research, promotion and development of the rich cultural heritage of the diverse ethnic communities inhabiting the state.
- 1.1.2 There are many festivals like Bohag Bihu, Rangoli Bihu, Tea festival celebrated with dance and music. Ojapali, Devdasi, and Satriya are the major dancing styles of Assam. The traditional crafts like pottery and terracotta work, brass craft, jewelry making, musical instruments making, cane and bamboo craft, silk and cotton weaving, and Woodcraft are a major source of employment for the people of Assam. The complex has both local visitor & tourist during morning and evening hours.
- 1.1.3 In pursuant of the above, Guwahati Smart City Limited, Guwahati (the "GSCL" "Authority") has decided to undertake Street scape & Beautification in Srimanta Sankardev Kalashetra, Guwahati (Assam) (the "Project Site") in accordance with the provisions of the RFP document and the Contract Agreement to be signed between the Authority and the Selected Bidder/ Contractor [the "Project"].
- 1.1.4 Bidder shall be required to develop the campus as per the provisions of the RFP document including developing project concept & design, allied Electrical works & civil works in the OAT area and Streetscape beautification work of the complex through street/ pathway paving, Street furniture, Pathways, kiosks, etc. Bidder shall quote price in the Price bid BOQ for it's obligation as mentioned above. The Bidder will be paid as per Schedule of payment as mentioned in Vol-III, cl no. 17.2.**
- 1.1.5 As a part of this endeavour, Authority has decided to carry out the bidding process for selection of an entity (the "Bidder") to whom the Project may be awarded for implementation as per the terms of this RFP document. The Selected Bidder shall be required to commission the Project within 240 days from the Appointed Date. The Defects Liability Period [the "DLP"] for the Project shall be 1 years from the date of issuance of Project Commissioning Certificate by Authority for start/ commencing of the Show. Selected Bidder shall be liable to take remedial measures at its cost to set right the defects as may be pointed out to it by the Authority or by any of its authorized agency.
- 1.1.6 Milestone linked payments shall be released to the selected Bidder/Contractor during the Project Commissioning Period as per the payment stages defined in the Draft Contract Agreement.
- 1.1.7 The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not

be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder as set forth in this RFP document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.8 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**RFP document**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.1.9 Bidders must visit the Project Site and ascertain themselves for the site conditions, location, surrounding, climate, access to the Project Site for preparation of project concept & design and submission of its proposal. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.

1.2 Brief Description of Bidding Process

- 1.3.1 Authority has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive e-bidding process through e-procurement system at <https://assamtenders.gov.in> (the "**Bidding Process**") for selection of a Bidder for award of the Project.
- 1.3.2 Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "**Bid**") for the Project in accordance with the provisions of the RFP document.
- 1.3.3 Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at <https://assamtenders.gov.in> as per the provisions of this RFP document.
- 1.3.4 Technically Qualified Lowest Evaluated (L1) Bidder shall be awarded the contract. Detailed process of evaluation of Bids is given in Clause 3 of the RFP document.
- 1.3.5 Notwithstanding anything contained in this RFP document, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 1.3.6 The bidding process shall be governed by, and construed in accordance with, the Assam Public Procurement Act 2017 and the Assam Public Procurement Rules 2020. Bidders encouraged reading the above mentioned Gazette notifications and preparing their bids accordingly. Any subsequent corrigendum's considered for publication will be based on the provision of the above notifications.

1.4 Schedule of Bidding Process

- 1.4.1 Authority shall endeavor to adhere to the following schedule for Bidding:

Activity	Deadline
Release date for RFP	31.12.2021 from 18:00 Hrs
Last date of receipt of Pre Bid queries on RFP	07.01.2022 Up to 1100 hrs
Pre- Bid Meeting Date, Time And Place	<p>The Pre- Bid Meeting will be held on dated 07.01.2022 at 12:00 hrs in GSCL Office</p> <p>Pre- bid meeting will also be conducted online. BIDDERS who wish to attend the pre - bid meeting through the online mode may do so.</p> <p>Link to attend the pre - bid meeting through online mode is provided below :</p> <p>meet.google.com/rod-wrwr-anv</p>
Last Date of online submission of Bids and payment	Date:21.01.2022 Up to 15:00Hr
Last Date of Physical submission of Bid (Technical Bid) in Hard Copy	Date: 24.01.2022 Up to14:00 Hr
Date of opening of Tender Fee, EMD and Prequalification Bid cum Technical Bid	Date: 24.01.2022 at 15:00 hr
Date of opening of Financial/Price bids	Shall be intimated to the Technically Qualified Bidders at appropriate time
Issue of Letter of Award (LOA) to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
Acceptance of LOA by the Selected Bidder	Within (7) days of issuance of LOA
Signing of Contract Agreement	Within (30) days of issuance of LOA

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

1.5 Bid data Sheet

SI No	Item	Description
1.	Scope of Work	The scope of work includes "Street scape & Beautification in Srimanta Sankardev kalashetra at Guwahati Assam "
2.	Method of Selection	Technically Qualified Lowest Evaluated (L1) Bidder

3.	Availability of RFP Documents	Download from www.gscl.assam.gov.in https://assamtenders.gov.in
4	Employer / Authority	Guwahati Smart City Limited, 4 th 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 5.84 Crore (Rupees Five Crore Eighty Four Lakhs only)
7	Period of Completion	240 days including Monsoon.
8	Defects liability period	For a period of (Three) 1 years after commissioning of allworks or up to end of Operation and Maintenance period.
9	Date of Issuance of RFP	31.12.2021 from 18:00 Hrs
10	Tender processing fee (Non-refundable & Not – exempted)	INR 1000 /- (INR One Thousand only) to be deposited online
11	Bid Security/Earnest Money Deposit (EMD)	INR 11,68,000/- (INR E l e v e n Lakhs Sixty Eight Thousand Only) to be deposited online
SI No	Item	Description
13	Bid Validity Period	180 days from last date of online Bid submission.
14	Last date and time for Submission of Pre-Bid Queries	07.01.2022 Up to 1100 hrs
15	Pre-Bid Meeting Date, time & venue	The Pre- Bid Meeting will be held on dated 07.01.2022 at 12:00 hrs in GSCL Office Pre- bid meeting will also be conducted online. BIDDERS who wish to attend the pre - bid meeting through the online mode may do so. Link to attend the pre - bid meeting through online mode is provided below : meet.google.com/rod-wrwr-anv
16	Posting of responses to queries	On website https://assamtenders.gov.in

17	Last Date and time for on-line bid submission	Date:21.01.2022 Up to 15:00Hr
18	Last Date of Physical submission of Bid (Tender Fee, EMD, Technical Bid) in Hard Copy	Date: 24.01.2022 Up to14:00 Hr
19	Date of opening of Tender Fee, EMD and Technical Bid	Date: 24.01.2022 at 15:00 hr
20	Currency	Currency in which the Bidders shall quote the price and will receive payment is INR only.
21	Name and Address for Correspondence	Office of Guwahati Smart City Limited, 4 th 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 time 10:00 AM – 5:00 PM

2 INSTRUCTION TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 Authority wishes to receive Bids for selection of a Bidder to whom the Project may be awarded as per the provisions of the RFP document

2.2 Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
	Bidder must be a legally recognized business entity in India. Consortium is not allowed.	Certified copy of certification of registration/incorporation as applicable to legal status and other details viz. GST registration number, PAN number and EPF registration number as per Tech Form-2
b)	Financial Eligibility	
	Bidder must have minimum average annual turnover of INR Rs. (2.99 Crore) during last 3 consecutive financial years ending on Date (March 31, 2021.)	Certificate specifying average annual turnover of last 3 financial years ending Date (March 31, 2021) in the format specified in Bid Forms (Tech Form-7) duly certified by the statutory auditor of Bidder on its letter head. In case Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audit the annual accounts of the Bidder.
c)	Technical Eligibility	
	Bidder must have successfully completed either of the following during last 7 years preceding to the Bid Due Date:	

<p>(i) Minimum 1 Similar Work costing not less than INR Rs. (4.68 Crore)</p> <p>OR</p> <p>(ii) Minimum 2 Similar Works each costing not less than INR Rs. (2.93 Crore)</p> <p>OR</p> <p>(iii) Minimum 3 Similar Works each costing not less than INR Rs. (2.34 Crore)</p>	<p>Details of eligible completed Similar Works in the format specified in Bid Forms (Tech Form-8) along with supporting documents/ evidences including work order/ purchase order, completion certificate from the client.</p>
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Note:-SIMILAR WORKS shall mean Street scape, beautification, Landscaping, electrical, civil, plumbing works.

2.3 General Condition for Bidders

- 2.3.1** Bidder shall be required to submit its Bid containing all details as required in **Bid Forms (Tech Form and Fin Form)**.
- 2.3.2 A Bidder shall, in the last 3 years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder
- 2.3.3 A Bidder shall not have a conflict of Interest (**the “Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.
- 2.3.4 Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5 Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost, and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive
- 2.3.6 The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
- a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought

by the Authority for evaluation of the Bid;

- b) willful misrepresentation in any document submitted by the Bidder;
- c) if a Bidder submits more than one Bid;
- d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
- e) If a Bidder submits a non-responsive or conditional Bid;
- f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP document;
- g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;
- h) Any other conditions for which forfeiture of Bid Security has been provided under this RFP.

2.3.7 In the event Authority disqualifies any Bidder under Clause 2.3.6 hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.

2.3.8 Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

2.4 Payments/Fees with the Bid

2.4.1 In terms of this RFP document, a Bidder shall be required to submit the following for tender Processing Fee and Bid Security along with submission of its online Bid at <https://assamtenders.gov.in>.

Description Fee	Amount	Mode of Payment
Tender Processing Fee/ Tender Fee	Rs. 1,000/-	Online deposit in https://assamtenders.gov.in .
Bid Security	INR. Rs. (11.68 Lakhs)	Online deposit in https://assamtenders.gov.in

2.4.2 Scanned copy of the online deposit receipts for above payments/fee shall be uploaded <https://assamtenders.gov.in> on along with the submission of Technical Bid. A physical copy of

the Technical Bid with proof of online deposit of Tender fees & EMD shall be submitted physically to the Authority on date, time and venue as given in Schedule of Bidding Process at Clause 1.3.

- 2.4.3 The Bid shall be summarily rejected if it is not accompanied by the tender Processing Fee/ Tender Fee and Bid Security.
- 2.4.4 Bid Security of ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of Contract Agreement with the selected Bidder or when the Bidding process is cancelled by the Authority as per Assam Procurement rule.
- 2.4.5 The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the LOA/ Draft Contract Agreement.
- 2.4.6 The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:
- a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) The Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - c) In case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA) or fails to sign and return a duplicate copy of the LOA with its acknowledgement within 7 days of issue thereof;
 - d) In case the Bid of the Bidder is determined as being non-responsive due to its being "Conditional" or for any other reason, in the opinion of Authority;
 - e) If the Bidder refuses to accept the correction of errors in its Bid;
 - f) Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.7 The Authority shall return the Bid Security after the earliest of the following events, namely:
- a) The expiry of Bid Validity Period; or
 - b) The execution of Contract Agreement with the selected Bidder; or
 - c) The cancellation/termination of Bidding Process for any reason whatsoever.

2.5 Bid Validity Period

- 2.5.1 The Bid shall remain valid for a period not less than days 180 days from the Bid Due Date (the "**Bid Validity Period**"). Authority reserves the right to reject any Bid which does not meet this requirement.

2.5.2 Extension of Bid Validity Period

a) Prior to the expiry of Bid Validity Period, the Authority, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder's refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.

b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.

c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.6 Number of Bids and Cost

2.6.1 No Bidder shall submit more than 1 Bid for the Project in response to the RFP document. Any Bidder who submits more than 1 Bid for the same Project shall be disqualified

2.6.2 Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7 Visit to the Project Site and Verification of Information

2.7.1 Bidders must visit the Project Site and ascertain themselves for the site conditions, location, surrounding, climate, access to the Project Site for preparation of project concept & design and submission of its proposal. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.

2.7.2 The Bidder or any of its authorized representatives shall be granted permission to visit the Project Site by the Authority, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the Bidder shall indemnify the Authority from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

2.8 Acknowledgement by Bidders

2.8.1 It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the RFP document including but not limited to (i) Scope of Work defined in Vol-II to RFP document (ii) schedule of payments admissible to the Contractor as elaborated in Draft Contract Agreement, etc;

b) accepted the risk of inadequacy, errors or mistake in the information provided in the RFP document or furnished by or on behalf of Authority relating to any of the matters referred to in

Clause 2.8.1 herein; and

c) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.8.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority

2.9 Rights to Accept or Reject any or all Bids

2.9.1 Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

2.9.2 The Authority reserves the right to reject any Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Bidder for evaluation of the Bidder

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof including any of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of Letter of Award (LOA) or entering into the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP document, be liable to be terminated, by communication in writing by the Authority to the Bidder, without Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP document and the Draft Contract Agreement or under applicable law. In such case, the Authority shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the Contractor available with the Authority. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document any time after the submission by the Bidder and till the subsistence of the Contract Agreement. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority.

2.10 Communication between the Bidders and the Authority.

2.10.1 All communications to the Authority, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to;

Managing Director,

Guwahati Smart City Limited (GSCL)

4th Floor, Aditya Tower, Opposite Down Town Hospital,

G.S Road, Guwahati-781006, Assam

Phone: 6913104033 (o)

E-mail: mdsmartguwahati@gmail.com

2.10.2 All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.

2.10.3 The Authority shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the Authority seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the Authority in writing before submission of Bid, whereupon the Authority may provide written clarification.

B. RFP Document

2.11 Availability of RFP Document

2.11.1 The RFP document (in PDF format) shall be available on <https://assamtenders.gov.in> and www.gscl.assam.gov.in during the period mentioned in Schedule of Bidding Process at Clause 1.3.

2.11.2 Prospective Bidders can download the RFP document from the above websites.

2.12 Clarification by the Authority

2.12.1 Prospective Bidder may submit their written queries before the date & time as specified in Schedule of Bidding Process at Clause 1.3 of RFP document. Queries only from prospective bidders who have experience of executing similar Works shall be entertained. Any query received from OEM/equipment's distributors shall not be entertained.

2.12.2 The Authority shall endeavor to respond the written queries received from the prospective Bidders. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any query or to provide any clarification.

2.12.3 Verbal clarifications and information given by the Authority or its employees or representatives advisors/consultants shall not in any way or manner be binding on the Authority.

2.13 Amendment of RFP Document

2.13.1 At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own

initiative or as a result of a response to a written queries received, modify the RFP document/extend Bid Due Date by issuing an “Addendum”. Any modification of the RFP document shall be made by the Authority exclusively through the issue of Addendum.

- 2.13.2 Addendum shall be notified on <https://assamtenders.gov.in>. Such Addendum shall become part of the RFP document.

C. Preparation & Submission of the Bid

2.14 Language of the Bid

- 2.14.1 The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.15 Format and Signing of the Bid

- 2.15.1 The Bidder shall provide all the information sought under this RFP document.
- 2.15.2 Bidder shall submit their Bids in accordance with the provisions set forth in this RFP document. In order to enable consistency among Bids and to facilitate smooth evaluation by the Authority, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP document. The Authority shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP document.
- 2.15.3 The Technical Bid shall be signed and stamped on each page initialed by a person duly authorized to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms (Tech Form-3)**. The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uploaded on the website as provided in this RFP.
- 2.15.4 The Financial Bid shall be submitted only through online mode in the Assam Procurement portal <https://assamtenders.gov.in>
- 2.15.5 Any corrections in the Technical Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.15.6 A single stage two-part (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
- (i) Technical Bid, including Fee details (Tender Fee/Tender Processing Fee and Bid Security) in PDF format
 - (ii) Financial Bid in MS-Excel format

2.15.7 Technical Bid (the “**Technical Bid**”) shall consist of the following documents:

Sl. No.	Document Type	Document Format- (in PDF format)
1	Letter of the Bid	as per the format specified at Tech Form-1
2	Tender Fee/ tender Processing Fees	Scanned copy of online deposit receipt
3	Bid Security	Scanned copy of online deposit receipt
4	Details of Bidder	as per the format specified at Tech Form-2
5	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder	Scanned copy of documents
6	Power of Attorney for Signing Authority	as per the format specified at Tech Form-3
7	Self Declaration - No Blacklisting	as per the format specified at Tech Form-4
8	Anti-Collusion Certificate	as per the format specified at Tech Form-5
9	Project Undertaking	as per the format specified at Tech Form-6
10	Financial Eligibility	as per the format specified at Tech Form-7
11	Technical Eligibility (Experience relating to Execution of Similar Works)	as per the format specified at Tech Form-8
13	Bidder's Project Concept/Design	as per the format specified at Tech Form-10

14	Format of Curriculum Vitae (CV) of Staff proposed for commissioning of the Project	as per the format specified at Tech Form-11
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2.15.8 Financial Bid (the “**Financial Bid**”) shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	The Financial Bid shall be submitted only through online mode in the Assam Procurement portal https://assamtenders.gov.in

2.16 Submission of Bid

2.16.1 Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this RFP document and in the format and manner as detailed in Clauses 2.15.7.

2.16.2 Bid shall be submitted/ uploaded online on <https://assamtenders.gov.in>only.

2.16.3 Bidders must register on <https://assamtenders.gov.in>

2.16.4 Prospective bidders must obtain digital certificate with E-Tendering service Provider before the participation to bid.

2.16.5 Bid (Technical Bid and Financial Bid) submitted/uploaded on <https://assamtenders.gov.in> shall be digitally signed with DSC of the Authorized Signatory.

2.16.6 After submission of Bid on <https://assamtenders.gov.in> the Bidders shall submit one hard copy of the technical Bid as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.3 in the following format.

Envelope Set	Name Of Document	Content
One	Tender Document fee & Bid Security/Earnest Money Deposit (EMD)	(a) Tender Document Fee deposit online receipt. (b) Bid Security/Earnest Money Deposit (EMD) Deposit online receipt
Two	Technical Bid	All forms with Supporting documents & Technical proposal as per format given in cl no 2.15.7

Three	Technical Bid for the Tender <u>“Streetscape & Beautification in Srimanta Sankardev Kalakshetra at Guwahati (Assam)”</u> , under <u>Guwahati Smart city Mission”</u>	Envelope 1 + Envelope 2
No Document	Financial/Price Bid	To be submitted online through E-procurement Portal.

2.17 Last Date of Submission of Bid (Bid Due Date)

2.17.1 Bid should be submitted/ uploaded on <https://assamtenders.gov.in> during the period given in Schedule of Bidding Process at Clause 1.3 in the manner and form as detailed in the RFP Document.

2.17.2 Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.18 Withdrawal, Substitution and Modification of the Bids.

2.18.1 A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at <https://assamtenders.gov.in> till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.

2.18.2 Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.19 Opening of Technical Bid

2.19.1 The Authority, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.3 in the presence of the Bidders or their authorized representatives who choose to attend.

2.19.2 Authority shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding Bidders’ names and addresses.

2.19.3 All the documents comprising of Technical Bid shall be downloaded from <https://assamtenders.gov.in> only for the Bidders who have deposited the tender fees & EMD as required through online mode in the Assam e procurement portal as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.3 and in conformity with the provisions set-forth in the RFP document.

- 2.19.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.19.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.6 If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.19.7 In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of Clause 2.9.2.

2.20 Confidentiality

- 2.20.1 Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Authority or as may be required by law or in connection with any legal process.
- 2.20.2 The Authority shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
- (i) Bid is accompanied by relevant document related to Tender Fee/ Tender Processing Fee and Bid Security;
 - (ii) Bid is valid for the period specified in the RFP document;
 - (iii) Bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iv) Other conditions as specified in the RFP document are fulfilled;
 - (v) Any other information which the Authority may consider appropriate has been furnished by the Bidder.
- 2.20.3 No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not deposited online the Tender Processing Fee/Tender Fee and Bid Security.

2.20.4 The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.21 Test of Responsiveness

2.21.1 Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:

- a) It is received as per the formats specified in Clauses 2.15.7;
- b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;
- c) it is signed and submitted in accordance with Clauses 2.15 and 2.16;
- d) it is accompanied by the Power of Attorney in the format as specified at Tech Form-3;
- e) it contains all the information and documents (complete in all respects) as requested in this RFP document;
- f) it contains information in formats same as those specified in this RFP document;
- g) it does not contain any condition on qualification; and
- h) it is not non-responsive in terms hereof.

2.21.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.22 Clarification by the Bidders

2.22.1 To facilitate evaluation of Bids, Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

2.23 Qualification of Bidders and Notification

2.23.1 After the evaluation of the Technical Bids in first-part, Authority would announce a list of “**Technically Qualified Bidders**” whose Financial Bids will be opened in the second part.

2.23.2 Authority shall upload the result of evaluation of Technical Bids on <https://assamtenders.gov.in> and notify each Bidder whether it has been qualified or disqualified in the evaluation of Technical

Bid.

2.23.3 Authority shall also notify about the date, time and venue of opening of Financial Bids on <https://assamtenders.gov.in> and also individually to each of the Technically Qualified Bidders.

2.24 Opening of Financial Bids

2.24.1 In the second part, the Financial Bids of only Technically Qualified Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.

2.24.2 The Financial Bids of only Technically Qualified Bidders shall be downloaded from <https://assamtenders.gov.in> and opened in the presence of representatives of the Eligible Bidders, who choose to attend.

2.25 Proprietary data

2.25.1 All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.

2.25.2 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. Authority will not return any Bid or any information provided therewith

2.26 Correspondence with the Bidder

2.26.1 Save and except as provided in this RFP document, Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3 CRITERIA FOR EVALUATION

3.1 Method of Evaluation of Bids

3.1.1 Bidder shall be selected through a competitive bidding process by identifying the Technically Qualified Lowest Evaluated (L1) Bidder. First the technically Qualified Bidder shall be identified following the Technical Bid evaluation frameworks given at cl 3.2.4. After technical bid evaluation, price Bid of technically qualified Bidder shall be opened and ranking shall be given as L1, L2, L3... in the order of lowest to Highest quoted price.

3.2 Technical Bids

3.2.1 In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.

3.2.2 Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2. 2 shall be termed as “**Eligible Bidders**”.

3.2.3 Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as “**Ineligible Bidders**”.

3.2.4 Authority shall evaluate the Technical Bid of the Eligible Bidders on the basis of following technical score criteria and Eligible **Bidders who achieves minimum technical score of 70 marks** shall be declared as the “**Technically Qualified Bidder**” and shall be eligible for opening of their Financial Bids.

S. N.	Description	Maximum Marks
1	<p>Average Annual Turnover of Last 3 Financial Years ending on date (March 31, 2021):</p> <ul style="list-style-type: none">• INR (Rs. 2.99 Crore) ≤ Turnover ≤ INR (Rs. 3.2 Crore) (10Marks)• INR (Rs. 3.2 Crore) < Turnover < INR (Rs. 5 Crore) (15Marks)• INR (Rs. 5 Crore) ≤ Turnover (20Marks)	20

2	<p>Experience of Successful Completion of Similar Works in Last 7 Years Preceding to the Bid Due Date:</p> <ul style="list-style-type: none"> • Minimum 1 Similar Work (costing not less than INR (Rs. 4.68 Crore)) OR Minimum 2 Similar Works (each costing not less than INR (Rs.2.94 Crore)) OR Minimum 3 Similar Works (each costing not less than INR (Rs. 2.3 Crore)) (10 Marks) 	20
	<ul style="list-style-type: none"> • 3 < No. of Similar Works (each costing not less than INR (Rs. 4.68 Crore)) ≤ 5 (15Marks) • 5 < No. of Similar Works (each costing not less than INR (Rs. 4.68 Crore)) (20Marks) 	
4	<p>Presentation to the Technical Committee</p> <p>Bidders shall have the flexibility to design the project as per their own ideas in line with the Project requirements described in Vol-II of the RFP document (Scope of Work) and in consultation with the Authority.</p> <p>All Eligible Bidders shall be required to make presentation to the technical Committee about its Project Concept and other details as mentioned in Tech Form-9 of RFP document, based on which Bidder has submitted its Financial Bid.</p> <p>The technical Committee will assign marks to each presentation on the following parameters.</p> <ul style="list-style-type: none"> • Details of construction machinery , tolls, equipment to be installed for the Project including their specification, quantity, brand name/make, etc. - 10 Marks 	10

5	Details of the staff proposed for the Project in the format as per Tech Form-10	10
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3.2.5 The Authority shall upload the result of Technical Bid Evaluation on <https://assamtenders.gov.in>.

3.2.6 The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the technically qualified Bidders.

3.3 Financial Bids

3.3.1 In second part, the Authority shall examine and compare the Financial Bids submitted by the Technically Qualified Bidders (Eligible Bidders who has achieved minimum technical score of 50 marks), taking into account the following factors:

- a) Overall, completeness and compliance as per the instructions given in this RFP Document.
- b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.
- c) Conditional Bids are liable to be rejected.

3.3.2 In second part (Financial Bid), Bidder shall quote a lump sum amount (in rupees).

3.3.3 Bid Price quoted by the Bidder(s) shall be inclusive of GST, all applicable taxes, duties, cess, surcharges, levies, etc.

3.3.4 Bid Price quoted by the Bidder shall be inclusive for all Works required to be executed for implementation of the Project, its obligations during Defect Liability Period as per terms of the Contract Agreement.

3.3.5 No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Contract Agreement.

3.3.6 The ranking of the Bidder shall be given as L1, L2, L3... in the order of lowest to Highest quoted price

3.3.7 In this RFP, the term “**Lowest Evaluated Bidder**” shall mean the Bidder who quotes the lowest price for implementing the Project as per terms and conditions of RFP.

3.3.8 Lowest Bidder may be asked by the Authority to submit the detailed break-up/rate-analysis of its Bid Price as an input for assessing reasonability/ negotiating the Bid Price, if required. Lowest Bidder shall provide such information promptly or in the given timeframe intimated by the Authority. In case Lowest Bidder fails to provide detailed break-up/reasonability of its Bid Price in the given timeframe, the Authority shall be entitled to reject such Bid and forfeit the Bid Security.

3.3.9 After selection, a Letter of Award (the “**LOA**”) shall be issued in duplicate by the Authority to the Lowest/Selected Bidder who shall, within 7 days of receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the

LOA duly signed by the Selected Bidder is not received by stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA on account of failure of the Selected Bidder to acknowledge the LOA and appropriate the Bid Security of such Bidder as damages.

- 3.3.10 After acknowledgement of the LOA as aforesaid by the Lowest/ Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1 within 21 days of issuance of LOA and shall be required to execute Contract Agreement within 30 days of issuance of LOA. Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- 3.3.11 In the event that the Lowest Bidder fails to submit the detailed break-up/rate-analysis/ reasonability of its Bid Price or acknowledge the LOA or fails to sign Contract Agreement or is not selected for any other reason, the Authority may invite the second lowest Bidder (L2) to match the Bid submitted by the Lowest Bidder (L1). In the event that all remaining Eligible Bidders fail to match the Bid of Lowest Bidder (L1), the Authority in its sole discretion invite fresh Bids from all the participating Bidders or annul the Bidding Process as deemed appropriate by it.
- 3.3.12 In case, the Contract Agreement is not executed within 30 days, for reasons attributable to the Selected Bidder, the Authority reserves the right to cancel the LOA and appropriate/ forfeit the Bid Security/ Performance Security, as the case maybe.

4 OTHERS

4.1 Performance Security

- 4.1.1 For securing the due and punctual performance of its obligations under the Contract Agreement, the Contractor shall, within DAYS TWENTYONE (21 days) of issue of LOA by the Authority to the Contractor, an irrevocable and unconditional guarantee for an amount equivalent to **10%** of the approved contract price issued from a Scheduled Bank in favor of "**MD, GSCL**", payable at Guwahati in the form set forth in Schedule-B of Draft Contract Agreement (the "**Performance Security**"). Performance Security shall be valid until DAYS SIXTY (60 days) after the Defects Liability Period. Performance Security shall be released/ refunded after DAYS SIXTY (60 days) of expiry of the Defects Liability Period.

4.2 Retention Money

10 (%) percent of each Interim Payment certificate will be deducted as retention money. The retention money shall be returned after DLP period.

5 FRAUD AND CORRUPT PRACTICES

5.1 Fraud and Corrupt Practices

- 5.1.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it

determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

5.1.2 Without prejudice to the rights of Authority under Clause 5.1.1 herein above, if a Bid is found by Authority 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 Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by GSCL during a period of 2 years from the date such Bidder is found by Authority 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, as the case maybe.

5.1.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical advisor of Authority in relation to any matter concerning the Project;

b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) **“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 Bidding Process.

6 MISCELLANEOUS

6.1 Miscellaneous

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the Assam procurement Act, 2017 and Assam Procurement Rules, 2020 and the Courts at Guwahati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2 Conflict of Interest

- 6.2.1 A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 6.2.2 The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to , following:-
- a) A Conflict of Interest occurs when Authority's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere

with the proper performance of its professional functions or obligations as a procurement official.

- b) Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from Authority's service or the receipt of a gift that may place Authority's personnel in a position of obligation.
- c) A Conflict of Interest also includes the use of Authority's assets, including human, financial and material assets, or the use of Authority's office or knowledge gained from official functions for private gain or to prejudice the position of someone Authority's personnel does not favor.
- d) A Conflict of Interest may also arise in situations where Authority's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favor, to benefit from Authority personnel's actions or decisions.

6.2.3 A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the Bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

6.3 Prohibition against Collusion amongst Bidder(s)

6.3.1 Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.

6.4 Interpretation of Documents

In the interpretation of this RFP, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted assigns;
- (vii) A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
- (viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- (xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP document, provisions of the Contract Agreement shall prevail and supersede the provisions of all other documents;
- (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (xiii) All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Contract Agreement.

Bid Forms

Tech Form-1: Letter of the Bid

Ref.
Dated...

To,
Managing Director,
Guwahati Smart City Limited

4th Floor, Aditya Tower
Opp. Down Town Hospital, Down Town
Dispur, Guwahati-781006
Email: mdsmartguwahati@gmail.com
Contact No : 6913104044

Sub:- RFP for Streetscape & Beautification in Srimanta Sankardev Kalakshetra at Guwahati (Assam)

Dear Sir,

Being duly authorized to represent and act on behalf of _____
(hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for Illumination and Technology based shows & Streetscape & Beautification in Srimanta Sankardev Kalakshetra Guwahati (Assam) (the "**Project**")

We are enclosing our Bid with the details as per the requirements of the RFP Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 180 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by -----(name of Bidder) in accordance with the conditions stipulated in the RFP Document.
2. We have examined in details and have understood the terms and conditions stipulated in the RFP document issued by Managing Director, Guwahati Smart City Limited ("**Authority**") and in any

subsequent communication sent by it. We further confirm that we have examined and have no reservations to the RFP document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the RFP document.

3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Project, including legal due diligence, Contractor's obligation to implement the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this RFP document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
6. We agree to submit Bank Guarantee for a sum of (5% of the approved contract price) as Performance Security on being identified as Selected Bidder as per terms and conditions of RFP document.
7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 30 days from the date of issue of LOA with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptance thereof.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finally selected.
9. Our Financial Bid is inclusive of GST, all applicable taxes, duties, cess, surcharges, levies, etc.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 180 days from the Bid Due Date.

Thanking You,

Yours faithfully,

For and on behalf of -----(Name of Bidder and seal)

Signature ----- (Authorized Signatory)

Name of the Person:

Designation:

Seal of the Bidder:

Date:

Place:

Tech Form-2: Details of the Bidder

1	Name of Project for which Bid is Submitted	<u>Streetscape & Beautification in Srimanta Sankardev Kalakshetra</u> at Guwahati (Assam)
2	Name of Bidder	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Address of Bidder	
6	Brief Description of Bidder's Organization a) Ownership Structure b) Background of Promoters c) Management Structure	
7	Details of Individual(s) who shall serve as the point of contact/communication for Authority	Name: Designation: Address: Telephone: E-mail:
8	Particulars of Authorized Signatory	Name: Designation: Address: Telephone: E-mail:

Note:

Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorized Signatory with Bidder's seal.

For and on behalf of ----- (Name of Bidder and seal)

Signature ----- (Authorized Signatory)

Name of the Person : -----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

Tech Form-3: Power of Attorney for Signing Authority

Know all men by these presents, We.....(name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of....., as our true and lawful attorney (hereinafter referred as the “**Authorized Signatory**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Illumination and Technology based shows & Streetscape & Beautification in Srimanta Sankardev Kalakshetra Guwahati (Assam) (the “**Project**”) issued by Managing Director, Guwahati Smart City Limited (“**Authority**”) including but not limited to signing and submission of all Bids, Bids and other documents and writings, and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF _____, YEAR _____ (2020)

For

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorized Signatory)

Notes:

- 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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Tech Form-4: Self Declaration – No Blacklisting

To,

Managing Director,

Guwahati Smart City Limited

4th Floor, Aditya Tower

Opp. Down Town Hospital, Down Town

Dispur, Guwahati-781006

Email: mdsmartguwahati@gmail.com

Contact No : 6913104044

In response to RFP for “**Streetscape & Beautification in Srimanta Sankardev Kalakshetra at Guwahati (Assam)**” (the “**Project**”) dated -----, as an Authorized Signatory of.....(Name of Bidder), I hereby declare that presently the----- (name of Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by MD, GSCL (the “**Authority**”).
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFP document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking(PSU).
- e) is not barred under the provisions of Assam procurement Act, 2017 and Assam Procurement Rules, 2020 from participating in Bidding Process.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (wherever applicable) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract

within a period of 3 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.

- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoA, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of ----- (name of the Bidder)

Signature (Authorized Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-5: Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Bid in response to the RFP issued Managing Director, Guwahati Smart City Limited, (the "**Authority**") for "**Streetscape & Beautification in Srimanta Sankardev Kalakshetra at Guwahati (Assam)**" (the "**Project**") 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 paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of 2021

For and on behalf of----- (name of the Bidder)

Signature.....(Authorized Signatory)

Name of the Person: -----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

Tech Form-6: Project Undertaking

Ref.

Dated:

To,

Managing Director,

Guwahati Smart City Limited

4th Floor, Aditya Tower

Opp. Down Town Hospital, Down Town

Dispur, Guwahati-781006

Email: mdsmartguwahati@gmail.com

Contact No: 6913104044

Sub:- RFP for Streetscape & Beautification in Srimanta Sankardev Kalakshetra Guwahati (Assam)

We have read and understood the RFP for Streetscape & Beautification in Srimanta Sankardev Kalakshetra Guwahati (Assam) issued by Managing Director, Guwahati Smart City Limited ("**Authority**"). We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP document including the Draft Contract Agreement.

For and on behalf of ----- ((name of the Bidder)

Signature (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder:-----

Date :-----

Place :-----

Tech Form-7: Financial Eligibility

Certificate of Annual Turnover from Statutory Auditor on its Letterhead

S. N.	Particulars	Annual Turnover (in Rupees)
1	FY 2020-21	
2	FY 2019-20	
3	FY 2018-19	

This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.

Date:

(Signature, Name & Designation of the Authorized Signatory of Audit Firm)

Name and Seal of Audit Firm

UDIN

Note:-

- The above Form shall be filled and certified by the statutory auditor of the Bidder on its letter head. In case Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audit the annual accounts of the Bidder.

Tech Form-8: Technical Eligibility (Experience relating to Execution of Similar Works)

(to be submitted separately for each of the Project (Similar Work) claimed under Technical Eligibility)

1	Name of Project (Similar Work) & Location	
2	Project Description	
3	Project Cost (Rs.)	
3	Name of Client	
4	Project Duration (for commissioning of the Project)	Start Date: ----- End Date: -----
5	Status (Completed/ Ongoing)	
6	Copy of Work Order	Attached at pg no.....
7	Copy of Completion Certificate issued by the Client	Attached at pg no.....

Note:-

- a) Bidder shall submit details of the executed Similar Works (as per requirement defined in Clause 2.2 of the RFP document) strictly in the above formats along with supporting documents including work order/ purchase order, completion certificate from the client in support of its Technical Eligibility.
- b) Authority reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

Tech Form-9: Format of Tools and Machineries of the Bidder Firm.

Tech Form-10: Format of Curriculum Vitae (CV) of Proposed Staff

Structure and composition of the team for the Project shall include the following :

Team leader, creative director, music director, script writer, voice-over artist, sound specialist, light specialist, projection mapping specialist, software system & audio-visual designer-cum-integrator, sufficient manpower for ticket collection, crowd management, parking management, Security personals (CV for personnel to be deployed for crowd management & parking management, ticket collection and security shall not be required to submit) etc. in line with Bidder's project concept/design. Bidder shall be required to submit detailed CV of each personnel except stated above, proposed to be engaged for this Project in the format given below:

1	Proposed Position:
2	Name of Personnel:
3	Date of Birth:
4	Nationality:
5	Educational Qualifications: (name of qualification, college/ university, degree/diploma obtained, year, etc.)
6	Employment Record/ Work Experience: (Starting with present position/work experience, list in reverse order every employmentheld/ work experience obtained)
7	Project Experience: (brief details of project, client, year completion, description of services performed, etc.)

Certification:

- a) I am willing to work on the Project and I will be available for entire duration of the Project Commissioning and DLP period as required.
- b) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me. In case any information and data mentioned in the CV is found false/misleading it shall entitle the Authority to reject such Bids.

Place:

(Signature and Name of Personnel)

(Signature and Name of Authorized Signatory of Bidder)

Fin Form-1: Financial Bid

(in the MS excel format available at <https://assamtenders.gov.in>)