

Request for Proposal

of

Design and Development of Deepor Beel on EPC Mode at
Jalukbari in Guwahati, Assam

Volume I: Instruction to Bidders



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Tender No: SPV/GSCL/DEV/72/2017/126, Dated : 30/12/2021

Sl No	Volume	Details
1	Vol-I	Instruction to Bidder
2	Vol-II	Scope of Works, Technical Specifications
3	Vol-III	General Condition of Contracts (GCC) & Special Conditions of Contracts (SCC)
4	Vol-IV	Preamble to Price Schedule

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INVITATION FOR BIDS
(IFB)

CHECK LIST

DOCUMENTS TO BE FURNISHED BY THE BIDDER

The checklist has been prepared to facilitate submission of information sheets by the bidder. Other information required for the bid, but not mentioned in the checklist shall also be submitted.

Sl No.	Particulars	Reference to Clause No.	Whether furnished		Reference to Page no. of the submitted bid
			Yes	No	
<u>Technical Bid (to be submitted both ONLINE + PHYSICAL COPY)</u>					
1	Bid Document Fee	As per ITB- 16			
2	Bid Security	As per ITB- 15			
3	Letter of Submission of Technical Bid	As per Section-2/ Cl 38			
4	Class-I registration certificate	As per Section-2/ Cl. 39./sl.1			
5	Copy of Power of Attorney	As per Section-2/ Cl. 39./sl.2			
6	Legal documents defining the constitution of legal status, place of registration, and principal place of business	As per Section-2/ Cl. 39./sl.3			
7	Copy of Pan Card	As per Section-2/ Cl. 39./sl.4			
8	GST registration certificate	As per Section-2/ Cl. 39./sl.5			
9	Average Annual Turnover of last 5 financial years certified by qualified CA. Audited Balance sheet signed by qualified CA for last five years showing amount receipt from civil Contract	As per Section-2/ Cl. 40			
10	Evidence of access to or availability of credit facilities. credit line / letter of credit/ certificate from banks	As per Section-2/ Cl. 41			
11	Authority to seek references from the Bidder's bankers	As per Section-2/ Cl. 41			

12	Certificates towards execution of Similar nature of works	As per Section-2/ Cl. 42			
13	Total monetary value of civil construction work performed for each of the last five years	As per Section-2/ Cl. 43			
14	Certificate of executed quantities of work done in any one year of the last 5 (five) years, issued by the authorized Engineer in-charge	As per Section-2/ Cl. 44			
15	List of existing commitments showing value of remaining works	As per Section-2/ Cl. 45			
16	Major items of construction equipment proposed to carry out the Contract with Affidavit of tools & machineries	As per Section-2/ Cl. 46			
17	Qualifications and experience of key site management and technical personnel proposed for Contract	As per Section-2/ Cl. 47			
18	Information regarding any litigation, current or during the last five years	As per Section-2/ Cl. 48			
20	Undertaking for investment of minimum cash up to 25% of the value of the work	As per Section-2/ Cl. 49			
21	Available Bid Capacity	As per Section-2/ Cl. 50			
22	The proposed methodology and work programme of construction	As per Section-2/ Cl. 51			
23	Affidavit	As per Section-2/ Cl. 52			
Financial Bid (To be submitted online only)					

TENDER TIME SCHEDULE

Activity	Deadline
Release date for RFP	30.12.2021
Last date of receipt of Pre Bid queries on RFP	15.01.2022 upto 11:00 HRS
Pre- Bid Meeting Date, Time And Place	<p>The Pre- Bid Meeting will be held on 15.01.2022 at 11:30 Hrs in GSCL Office</p> <p>Pre- bid meeting will also be conducted online. BIDDERS who wish to attend the pre - bid meeting through the online mode may do so by the link to be provided by GSCL. The link will be provided at least one day prior to the pre - bid meeting.</p> <p>Link for online pre-bid meeting: meet.google.com/cdc-sbuq-quk</p>
Last Date of online submission of Bids and payment	31.01.2022 upto 15:00 Hrs
Last Date of Physical submission of Bid (Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	01.02.2022 upto 12:00 Hrs
Date of opening of Tender Fee, EMD and Prequalification Bid cum Technical Bid	01.02.2022 at 15:15 Hrs
Date of opening of Financial/Price bids	To be notified later to the qualified bidders

BID DATASHEET

SI No	Item	Description
1.	Scope of Work	The scope of work includes all work as mentioned in Request for Proposal for " Design and Development of Deepor Beel on EPC Mode at Jalukbari, Guwahati, Assam for Guwahati Smart City Limited
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 online tender submission on 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 6.40 Crore (Rupees Six Crore forty Lakhs only) (inclusive of GST) (Design + Construction Cost)
7	Period of Completion	10 months including Monsoon.
8	Defects liability period	01 (one) year after issuance of Completion Certificate.
9	Date of Issuance of RFP	30.12.2021
10	Tender processing fee (Non-refundable & Not – exempted)	INR 20000 /- (INR Twenty Thousand only) to be deposited online

SI No	Item	Description
12	Bid Security/Earnest Money Deposit (EMD)	INR 12,80,000/- (INR Twelve Lakhs eighty Thousand only) online deposit through e Procurement portal
14	Last date and time for Submission of Pre-Bid Queries	15.01.2022 upto 11:00 HRs
15	Pre-Bid Meeting Date, time & venue	The Pre- Bid Meeting will be held on at 15.01.2022 at 11:30 Hrs in GSCL Office. Pre- bid meeting will also be conducted online. BIDDERS who wish to attend the pre - bid meeting through the online mode may do so by the link to be provided by GSCL. The link will be provided atleast one day prior to the pre - bid meeting. Link for online pre-bid meeting: meet.google.com/cdc-sbuq-quk
16	Posting of responses to queries	On website https://assamtenders.gov.in
17	Last Date and time for on- line bid submission	31.01.2022 upto 15:00 Hrs
18	Last Date of Physical submission of Bid (Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	01.02.2022 up to 12:00 Hrs
19	Date of opening of Tender Fee, EMD and Pre Qualification cum Technical Bid	01.02.2022 up to 15:15 Hrs
20	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
21	Name and Address for Correspondence	Office of Guwahati Smart City Limited, 4 th Floor, Aditya Tower, Near Hotel Novotel Down Town Hospital Bus Stop, Dispur Guwahati- 781006

SI No	Item	Description
22	Place of Arbitration	Guwahati, Assam
23	Help Desk Assistance (e-Procurement Cell)	For any assistance for Online Fees or Bids Submission from Assam e-Procurement Cell, Bidders may contact the e-Procurement Cell at following numbers: 1800-2121-18866 (Ext. 2) and 0361- 2347144/7188 (From 10:00 AM – 5:00 PM)

SECTION -1- INSTRUCTION TO BIDDERS
(ITB)

A. GENERAL

1 Scope of Bid

MD, GSCL (referred to employer in this document) invites bids for “Design and Development of Deepor Beel on EPC Mode at Jalukbari, Guwahati, Assam”) detailed in the table given in IFB.

The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2 Source of Funds

Smart city fund

3 Eligible Bidders

This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in ITB. The applicant should be a private or government-owned legal entity.

All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation of supervision of the works, and any of its affiliates shall not be eligible to bid.

The selected Bidder (the—Contractor) shall be responsible for Planning ,designing ,engineering, Procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the —EPC Contract) to be entered in to between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period, which is expected to be as per clause 1.1.3.

4 Qualification of the Bidder

Minimum qualification criteria for the work shall be as under-

Sl No	Qualifying criteria	Minimum Requirement
1	Class- I Registration certificate	The Bidder should be a Contractor/ Agency(Individual/Farm/ Company) with an experience of at least 3 years in the field of civil construction, pavers block laying, structural steel, landscaping and having manpower strength in the field of architecture, interior design, aesthetics, film making, floating structure etc.
2	Average Annual Turn over	Each bidder in it's the name should have in the last five years, i.e. 2015-16, 2016-17, 2017-18 , 2018-19 & 2019-20, Minimum Average Annual financial turnover Rs. 2.95 Crore (in all classes of civil engineering construction works only) of 100% of the

		estimate cost of the work as mentioned in the Bid Datasheet . i.e (Cost of completed works of previous years shall be given weightage of 10% per year base on rupee value to bring them to present price level) in any one year.
3	Similar Nature of Works experience	<p>Each bidder in it's name should have in the last five years, i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 have completed or Substantially Completed any L a k e D e v e l o p m e n t p r o j e c t s / building project, Infrastructure Project, foot over bridge, Gate works consisting of RCC and Structural Steel works, for Central / State Government Department or Central/State Public Sector Units (PSUs) or in the private sector and for any other Government establishment in India.</p> <p>The Bidder should have experience in successful Completion of</p> <p>One work of value of Rs 2.36 Cr (80% of Estimated Cost)</p> <p>Or</p> <p>Two works of values of Rs 1.48 Cr each (50% of Estimated Cost)</p> <p>1. Substantial completion would be considered if minimum Eighty (80) percent of the work value has been completed, commissioned and put to use.</p> <p>In case of one substantially & satisfactorily completed work, the 80% of work value shall not be less than Rs 2.10 Cr.</p> <p>In case of two substantially & satisfactorily completed works, the 50% of work value shall not be less than Rs 1.30 Cr for each work.</p>
4	Line of Credit	Minimum 10% of notified work value i.e Rs. 29,50,000/-(Twenty Nine Lakhs Fifty Thousand only) to be issued by Bank as per the format attached

Mandatory Submission of document as part of qualification

All bidders shall mandatorily furnish the following information as part of qualification as per details provided under section-2.

- a. Letter of Submission of Technical Bid.

- c. Written power of attorney of the signatory of the Bid to commit the Bidder.
- d. Legal Documents defining the constitution of legal status, place of registration and principal place of business.
- e. Copy of PAN Card
- f. GST certificate.
- g. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past five years. Bidder shall submit Average Annual turnover details for last 3 years certified by qualified CA and submit Audited Balance Sheet Signed by qualified CA for last 3 years showing amount receipt from Civil Contracts.
- h. Evidence of access to or availability of credit facilities (minimum 10% of notified contract value) certified by the bankers (unconditional) not more than 3 months old. (credit line / letter of credit/ certificate from banks).
- i. Authority to seek references from the Bidder's bankers;
- j. Experience in works of a similar nature and size for each of the last five years,
- k. Details of works underway or contractually committed; and clients who may be contacted for further information on those contracts; List of existing commitments showing value of remaining works. Certificate to be obtained from the authorized Engineer in-charge.
- l. Total monetary value of civil construction work performed for each of the last five years.
- m. Certificate of executed quantities of work done in the last 5 (five) years, issued by the authorized Engineer in-charge. Quantities of major works (RCC & Structural Steel) shall be minimum 40% of estimated quantities as per BOQ

Note: For Design work, Bidder may propose personnel from other Architect firm/ Structural Design Firm. An MoU to be signed between the Bidder & Architect firm/ Structural Design Firm & attach with the Bid.

- p. Undertaking of Technical key persons proposed by the bidder with attested copies of certificate of academic qualification complete postal /e-mail address, contact no. & details of their experience with project names.
- q. Information regarding any Litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- r. Undertaking for investment of minimum cash up to 25% of the value of the work during implementation of the contract
- s. The proposed methodology and work programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- t. Bid security to be deposited online only & Online deposit receipt to be submitted along with the Physical copy of the technical Bid.. The bid document must be accompanied by the Earnest Money Deposit of amount as mentioned in the Bid data sheet above through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.
- u. Cost of bid document to be deposited online only. A non-refundable fee of amount as mentioned in the Bid Data sheet above shall be paid online towards the cost of tender processing fee through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank

Bidders who meet the minimum qualification criteria stated above under clause 4.1 & mandatory submissions under clause 4.2 will be qualified only if their available bid capacity at the expected time of bidding is more than the total bid value. The available capacity will be calculated as under:

$$\text{Assessed available bid capacity} = (A * N * 2 - B)$$

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix) rate of inflation may be taken as 10% per year taking into account the completed as well as works in progress.

N = completion of the works for which bids are invited (up to 6 months it will be ½ & for 6 to 12 months it will be 1).

B = Value (updated to the price level of the year 2019-2020) of existing commitments and ongoing works to be completed during the next year.(period of completion of works for which bids are invited).

Note: The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and enclosures submitted as a proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history and financial failure etc.

Joint Ventures are not allowed.

Escalation factors

Escalation factors :(for the cost of works executed and financial figure to a common base value for works completed)

Year before Multiply factor

2019-2020	1.1
2018-2019	1.21
2017-2018.....	1.33
2016-2017.....	1.46
2015-2016.....	1.61

5 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case responsible or liable for re-imburement of such expanses regardless of the contract or outcome of the bidding process.

6 Site visit

The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the bidder's own expense.

B. BIDDINGDOCUMENTS

7 Content of Bidding Documents.

The set of bidding documents comprises the documents listed below and addenda issued in accordance with clause 9;

Section	Particulars
<u>Volume- I</u>	
	Invitation for Bids
1	Instructions to Bidders
2	Qualification Information and other forms
3	Securities and other forms
Volume-II	

1	Scope of Works
2	Technical Specifications
3	Drawings
Volume-III	
1	Conditions of contract
4	Contract Data
Volume-IV	
1	Preamble to price bid
2	Bill of Quantities

Documents to be furnished by the bidder in compliance to section 2 shall be prepared by the bidder and furnished. (refer clause 11) in A-4 size paper in duplicate. All the original documents to be uploaded in the Assam procurement portal with digital signature/ seal & sign of authorized signatory & a duplicate physical copy is to be submitted as per the timeline mentioned in the Bid data sheet. The serial order will be maintained for the different forms as furnished in the section 2.

The Bidder is expected to examine carefully all instructions, conditions of contract, contract date, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Documents. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 27 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

8 Clarification of Bidding Documents

.Any clarification regarding the RFP document and any other item related to this project can be submitted to Employer as per the submission mode and timelines mentioned in the Bid Data Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

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

Bidders must submit their queries as per the following format

Template for Pre-Bid Queries

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

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

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

Pre-Bid Meeting

ResponsestoPre-BidQueriesandIssueofCorrigendum/Addendum

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

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

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

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

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in the Assam e-procurement portal. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9 **Amendment of Bidding Documents.**

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum. Any addendum thus issued shall be part of the bidding documents and shall be uploaded in the Assam e procurement portal.

To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer may, at his description, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 21.2 below.

C. **PREPARATION OF BIDS**

10 **Language of the Bid**

All documents relating to the bid shall be in the English language.

11 **Documents comprising the Bid**

The bid to be submitted by the bidder shall be in 2(two) separate parts i.e. Technical and Price (Financial) bids as follows :

Part I: Technical Bid (to be submitted both ONLINE + PHYSICAL COPY)

As per the Bid submission formats specified in clause no. 19 below.

Part-II:Price(Financial)Bid(tobesubmittedONLINE only)

I. Priced Bill of Quantities

Both parts as above shall be submitted online. However, documentary evidence in support of the technical bid / cost of bid/ bid security etc shall be submitted manually as per the timeline mentioned in the Bid datasheet.

The Bidder shall prepare Technical Bid one for submission through on line and another hard copy for manual submission. The information/particulars/data required for the technical bids should invariably be filled up as per prescribed formats and all pages including supporting documents should be marked and the bid should be furnished in binding form.

Following documents, which are not submitted with the bid, will be deemed part of the bid.

Section	Particulars
<u>Volume- I</u>	
	Invitation for Bids
1	Instructions to Bidders
<u>Volume-II</u>	
1	Scope of Works
2	Technical Specifications
3	Drawings
<u>Volume-III</u>	
1	Conditions of contract
4	Contract Data

12 Bid Prices

The contract shall be for the whole works as described in Sub-Clause 1.1, based on priced Bill of Quantities submitted by the Bidder.

The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

All duties, taxes, and other levies payable by the contractor under the contracts, or for any other cause shall be included in the rates, prices and total Bid price submitted by the bidder.

13 Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14 Bid Validity

Bids shall remain valid for period not less than 180 days after the deadline date for bid submission specified in Clause 21. A bid valid for a shorter period shall be rejected by the Employer as non-responsive..

In exceptional circumstances, prior to expiry of the original time limit, the Employer

may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

15 Bid Security

The bid document must be accompanied by the Bid Security of Rs. 2,95,000/- (Rupees Two Lakhs Ninety five Thousand only) through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

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

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

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

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

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

- a. If a bidder withdraws its bid during the period of bid validity.
- b. If the Bidder does not accept the correction of the Bid price, pursuant to Clause 28; or
- c. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.

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

16 Bid document Fee

A non-refundable fee of Rs. 2000/- (INR Two Thousand Only) shall be made towards the cost of tender processing fee through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

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

The tender fee shall be non-refundable.

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

17 Alternative Proposals by Bidders

Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18 **Format and Signing of Bid**

The Bidder shall submit both technical and financial bids through on-line. One hard copy of technical bid along with supporting documents (Affidavits, Bid security, cost of bid, undertakings in original & other certificates only attested by a gazetted officer) of the documents comprising the bid as described in Clause

11 of these Instructions to Bidders, bound with the volume containing the “Technical Bid” and clearly marked “HARD COPY of Technical bid”. In the event of discrepancy between on line & manual technical bid, the bid shall be cancelled.

The hard copy of technical Bid (supporting documents only attested by a gazetted officer) as per clause 11.1 of the ITB shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, as also pursuant to Sub-Clause 4.1 & 4.2. All pages of the bid where entries or amendments have been made shall initiated by the person or persons signing the bid.

The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

D. **SUBMISSION OF BIDS**

Both technical & financial bids shall have to be uploaded in the Assam procurement portal. However one hard copy of technical bid is to be submitted (supporting documents only etc. attested by a gazetted officer) as per clause 11.1 of the ITB for verification & checking authenticity of documents during evaluation.

A) Online: Technical Bid and other supporting documents as specified in clause no 4 & 11.1

Financial Bid (BOQ)

B) Offline: As per details provided under cl. No 20 (Sealing & marking of Bids)

19 **Bid Submission format**

The Bid shall be submitted in the following format. Each submission shall be made with separator having the headings as under:

Sl No.	Particulars	Reference to Clause No.
1	Checklist	As per format given in the beginning of the tender document
2	Bid Document Fee	As per ITB- 16
3	Bid Security	As per ITB- 15
4	Letter of Submission of Technical Bid	As per Section-2/ Cl 38
5	Class-I registration certificate	As per Section-2/ Cl. 39./sl.1
6	Copy of Power of Attorney	As per Section-2/ Cl. 39./sl.2

7	Legal documents defining the constitution of legal status, place of registration, and principal place of business	As per Section-2/ Cl. 39./sl.3
8	Copy of Pan Card	As per Section-2/ Cl. 39./sl.4
9	GST registration certificate	As per Section-2/ Cl. 39./sl.5
10	Average Annual Turnover of last 5 financial years certified by qualified CA. Audited Balance sheet signed by qualified CA for last five years showing amount receipt from civil Contract	As per Section-2/ Cl. 40
11	Evidence of access to or availability of credit facilities. credit line / letter of credit/ certificate from banks	As per Section-2/ Cl. 41
12	Authority to seek references from the Bidder's bankers	As per Section-2/ Cl. 41
13	Certificates towards execution of Similar nature of works	As per Section-2/ Cl. 42
14	Total monetary value of civil construction work performed for each of the last five years	As per Section-2/ Cl. 43
15	Certificate of executed quantities of work done in any one year of the last 5 (five) years, issued by the authorized Engineer in-charge	As per Section-2/ Cl. 44
16	List of existing commitments showing value of remaining works	As per Section-2/ Cl. 45
17	Major items of construction equipment proposed to carry out the Contract with Affidavit of tools & machineries	As per Section-2/ Cl. 46
18	Qualifications and experience of key site management and technical personnel proposed for Contract	As per Section-2/ Cl. 47
20	Information regarding any litigation, current or during the last five years	As per Section-2/ Cl. 48
21	Undertaking for investment of minimum cash up to 25% of the value of the work	As per Section-2/ Cl. 49
22	Available Bid Capacity	As per Section-2/ Cl. 50
23	The proposed methodology and work programme of construction	As per Section-2/ Cl. 51
24	Affidavit	As per Section-2/ Cl. 52

20 Sealing and Marking of Bids

The physical technical Bid to be submitted as follows:

Envelope Set	Name Of Document	Content
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	(a) Online deposit receipt of RFP Document Fee (b) Online deposit receipt of Bid Security/Earnest Money Deposit (EMD)
Two	Technical Bid	With all supporting documents required for meeting the qualification criteria as per formats given in Bid document. (Online as well as Physical Submission shall be made).
Three	Technical Bid for the Tender “Design and Development of Deepor Beel on EPC Mode at Jalukbari, Guwahati, Assam	Envelope 1 + Envelope 2
No Document	Financial/Price Bid	To be submitted online through E-procurement Portal only. NO PHYSICAL COPY TO BE SUBMITTED

The technical Bid shall be

- a. Addressed to the Employer at the address given in the Bid datasheet
- b. Bear the identification tender number as indicated in the Notice inviting tender.
- c. Each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Evaluation Committee declares the bid as non-responsive pursuant to Clause 24.

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

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

21 Deadline for Submission of the Bids

Complete Bids (including Technical and Financial) must be up loaded in the Assam e-procurement portal and a physical copy of the technical Bid is to be received by the Employer at the address specified above and not later than the date indicated in the bid datasheet. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of the bids by issuing an amendment in accordance with clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

Online bids shall be digitally signed/ with seal & Signature of the authorized signatory as laid out in e-tendering instructions.

The online bids must be submitted before the expiry date of “Online Bid Submission” as per the tender schedule published for this tender on the web site. <https://assamtenders.gov.in> .

Online Bids will not be allowed to be submitted after the prescribed deadline.

22 **Late Bids**

Any Bid received by the Employer after the deadline prescribed in the bid datasheet shall be returned unopened to the bidder.

23 **Modification and Withdrawal of Bids**

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

Bids withdrawn shall not be opened and processed further.

E. **BIDOPENINGANDEVALUATION**

24 **Bid Opening**

The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 23, in the presence of the Bidders or their representatives who choose to attend at time, date and place specified in Bid Datasheet. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

Both Online Technical Bid & the physical envelope containing “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Bid document, the remaining technical bid will be returned to the bidder.

Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part-I of the Bid pursuant to Clause 11.1.

After receipt of confirmation of the bid security, the bidder will be asked in writing (usually) within 10 days of opening of the Technical Bid to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.

The bidders will respond in not more than 7 days of issue of the clarification letter,

Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

Deleted

At the time of opening of "Financial Bid", the names of Bidders were found responsive in accordance with clause 24.6 will be announced. The bids of only these bidders will be opened in the online e procurement portal. The remaining bids will not be opened. The responsive Bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken in to account in Bid Evaluation.

The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 24.8.

25 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the successful Bidders has been announced. Any effort by Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

26 Clarification of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 28.

Subject to sub-clause 26.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should be do so in writing.

Any effort by the Bidder to influence the Employer in the Employer's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

27 Examination of Bids and Determination of Responsiveness

During the detailed evaluation of “Technical Bids”, the Employer will determine whether each Bid

- (a) meets the eligibility criteria defined in Clause 3 and 4,
- (b) has been properly signed;
- (c) is accompanied by the required securities and
- (d) substantially responsive to the requirement of the Bidding documents.

During the detailed evaluation of the “Financial Bid”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions i.e., priced Bill of Quantities, Technical specifications, and Drawings.

A substantially responsive “Financial Bid” is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, in consistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a “Financial Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

28 Correction of Errors

“Financial Bids” determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a. where there is discrepancy between the rates in figures and in words, the rate in words will govern; and
- b. where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the “Financial Bid” will be corrected by the Employer in accordance with the above procedure and the Bid amount adjusted with the concurrence of the Bidder in the following manner.

- a. If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the “Bid Price” and the increase will be treated as rebate;
- b. If the Bid price decreases as a result of the corrections, the decreased amount will be treated as “bid price”.

Such adjusted bid price shall be considered as binding upon the Bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 15.5 (b).

29 Evaluation and Comparison of Financial Bids

The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 27.2.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) Making any correction for errors pursuant to Clause 28; or
- (b) Making an appropriate adjustment for any other acceptable variations, deviation; and
- (c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 24.8.

The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the contract, will not be taken into account in Bid evaluation.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

A Bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which can not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

30 Deleted

F. AWARD OF CONTRACT

31 Award Criteria

Subject to Clause 32, the Employer will award the contract to the bidder whose Bid has been determined.

- (i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid price; and
- (ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity less than the evaluated bid price, even if the said bid is lowest evaluated bid, the contract will in such cases be awarded to the next lowest bidders at his evaluated bid price.

32 **Employer's Right to Accept any Bid and to Reject any of all Bids**

Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33 **Notification of Award and Signing of Agreement**

The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Design, execution, completion and maintenance of the Works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with provision of Clause 34.

The Agreement will incorporate all Agreement between the Employer and the successful Bidder. The successful bidders will furnish performance security and sign the agreement within 21 (twenty one) days following the notification of award (letter of acceptance).

Upon the furnishing by the successful Bidder of the performance security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful.

34 **Performance Security**

Within 21 (twenty one) days of issue of the letter of acceptance, the successful Bidder shall deliver to the Employer a performance security in any of the forms given below for an amount equivalent to 2% of the contract price plus additional security of unbalance bids in accordance with Clause 29.5 of ITB and Clause 52 of conditions of Contract in favour of MD, GSCL

- A bank guarantee in the form given in cl 53;

Or - Bank FDR.

If the performance security is provided by the successful bidder in the form of a bank Guarantee, it shall be issued either (a) at the bidders option, by a nationalized/schedule Indian Bank or (b) by a Foreign Bank located in India approved by RBI and acceptable to the Employer.

Failure of the successful bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

Performance security shall be valid until a date 45 days after the expiry of 3 years of maintenance services

35 Advance payment and security
Not Applicable

36 Dispute Review Committee
Deleted.

37 Corrupt or Fraudulent Practices

The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with GSCL. if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

Further more, Bidder shall be aware of the provision stated in Sub-Clause 61.2 of the Conditions of Contract.

SECTION -2- QUALIFICATION INFORMATION AND OTHER FORMS

Date: dd / mm / yyyy

To,
[The Employer]

Sub: Request for Proposal for "Design and Development of Deepor Beel on EPC Mode at Jalukbari, Guwahati, Assam for Guwahati Smart City Limited " Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your "Request for Proposal for " Design and Development of Deepor Beel on EPC Mode at Jalukbari, Guwahati, Assam for Guwahati Smart City Limited " we hereby submit our Qualification bid, Technical Bid and Financial/Price Bid (online only) for the same.

We hereby declare that:

- (a) We acknowledge and unconditionally accept that the Employer can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- (b) We have deposited EMD of INR [] and Tender fee of INR [] online as per Assam e procurement guideline.
- (c) We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- (d) We agree to abide by our offer for a period of 180 days from the date of deadline of Bid submission prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- (e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provisions as per these terms and conditions.
- (f) In the event of acceptance of our bid, we do hereby undertake:
Design, Construction and 3 year maintenance and completion of the following:
 - All necessary Topographical, Geotechnical Survey & Investigation Works.
 - Dismantling & Removal of Trees, existing structures etc. within the site.
 - Design, Build and Maintenance for 3 years of the following major works identified under the contract :
 - Design and Development of Deepor Beel on EPC Mode at Jalukbari, Guwahati, Assam as per Approve drawings & Specifications.
 - Landscaping works as per Approve drawings & Specifications.

- All other works and services ancillary or related to the full completion of the Works in accordance with the Employer,s requirements as stipulated in the RFP document.
 - To undertake the Construction works for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - We affirm that the prices quoted are inclusive of design, build, operate basis and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- (g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- (h) We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- (i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

In case of any clarifications, please contact _____ email
at

Thanking you,
Yours sincerely,

Seal & Signature of the Authorized signatory

Printed Name

Designation

Seal

Date:

Place:

Business Address:

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

39 Qualification Information

1. Class – I registration certificate (As per ITB 4.2 b)
2. Copy of Power of Attorney (As per ITB 4.2 c)
3. Legal Document defining the constitution of legal status, place of registration and principal place of business (As per ITB 4.2d)
4. Copy of Pan Card (As per ITB 4.2e)
5. GST registration certificate (As per ITB 4.2f)

Seal & Signature of the Authorized signatory

40 Average Annual financial turnover

Average Annual financial turnover (in all classes of civil engineering construction works only)(Asper ITB4.1/ slno.2)

The financial turnover of the company is to be provided as follows

	2015-16	2016-17	2017-18	2018-19	2019-20
Annual Turnover					

Copy of Audited Financial Statements/ Balance sheet signed by qualified CA/ appointed statutory Auditor to be provided as a proof of Financial Turnover

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

Seal & Signature of the Authorized signatory

41 Evidence of access to Availability of Credit facilities (As per ITB 4.2/h)

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

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

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank -----

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

Note: An authority to seek reference from the Bidder's banker shall also be submitted by the Bidder. (As per ITB 4.2/i)

Seal & Signature of the Authorized signatory

42 Similar nature of work experience

Certificate towards Similar nature of work experience (As per ITB 4.1/slno.3)

Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all the main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) of works of a similar nature over the last five years.

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Crore)	Date of Issue of Work Order ¹	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay & Work Completed	Supporting Document Page Number in the bid

1. Supporting documents in the form of Attested Copies of Work Order and Completion Certificates/ (for substantially completed project, phase completion certificate showing 80% of the contract value's worth of work is completed shall be accepted) from Competent Authority (Engineer In charge, not below the rank of Executive Engineer of Employer) shall be attached in respect of each work. These certificates must demonstrate the eligibility of meeting the requirement for similar nature of Works mentioned under clause no 4.4/b.
2. Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

43 Total Monetary value of Civil construction work

Total Monetary value of Civil construction work performed for each of the last 5 years (As per ITB4.2/1)

Total value of Civil Engineering construction Work performed

In the year 2015-2016 (in Rs. Lakhs):

In the year 2016-2017 (in Rs. Lakhs):

In the year 2017-2018 (in Rs. Lakhs):

In the year 2018-2019 (in Rs. Lakhs):

In the year 2018-2019 (in Rs. Lakhs):

Seal & Signature of the Authorized signatory

44 Certificate of executed quantity of work done (As per ITB 4.2/m)

Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years.

Year	Name of Works	Name of Employer	Quantity of works performed	
			RCC (cum)	Structural Steel (MT)
2015-2016				
2016- 2017				
2017-2018				
2018-2019				
2019-2020				

Seal & Signature of the Authorized signatory

45 Similar works on hand / in progress

Statement showing the similar works on hand / in progress (As per ITB 4.2/k)

Sl No.	Name of Department / Client with Address	Name of work	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work done	Time limit in year and months		Reasons for delay in completion of work	Supporting Document Page Number in the bid
					Target Date	% Progress till Date		Original Y M	Extended (if any) Y M		
1	2	3	5	6	7a	7b	8	9a	9b	10	11

Note: -

1. Supporting documents in the form of Attested Copies of Work Order and phased Completion Certificates from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) shall be attached in respect of each work.
2. Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.

Seal & Signature of Bidder

46 Major Item of Construction equipment_

MajorItemofConstructionequipmentproposedtocarryouttheContract(AsperITB4.2 /n)

Availability of key items of contractor's Equipment essential for carrying out the work. The Bidder should list all the information requested below.

SL NO	ITEM OF EQUIPMENT	NUMBERS
1	Concrete Mixer	1
2.	Welding Machine	1
3.	D.G set	1
4.	Cutter Grinder	1
5.	Drilling Machine	1
6.	Spray Painting Device	1
7.	Lifting Jack	1
8.	Chain Pully	1

Note: The bidder must produce the following documentary evidence in support of his owning the above equipment:

1. The bidder will have to demonstrate availability of equipments required for construction of road and bridge works either owned or on lease or hire through submission of an affidavit. Affidavit with photographs of machineries/ equipments registered in a court of law affirming that he will use the stated machineries/ equipments to carry out the contract.
2. Bidders shall also attach copies of R.C/Invoice of machineries under his possession. If proposed for lease, the bidder shall submit such agreement made with the lessee along with documents of possession of such machineries with the lessee.

Seal & Signature of Bidder

47 Key site management & Technical personnel_

Qualification&ExperienceofKeysitemanagement&Technicalpersonnelproposedfor Contract(Asper ITB4.2/o&p)

Position	Name
Structural Engineer	
Architect	
Solar Powerplant expert	
Project Manager	
Site Manager	
Quality Control Manager	

Note:

- A. For Design Phase, Bidder may propose personnel from other Architect firm/ Structural Design Firm. An MoU to be signed between the Bidder & Architect firm/ Structural Design Firm in case in house expertise for design is not available
- B. Following Documents to be attached with the above list :
 - 1. MoU between Bidder & Architect firm/ Structural Design Firm, in case in house expertise for design is not available
 - 2. Qualification & Experience certificate of each personnel
 - 3. Undertaking of Technical key persons proposed by the bidder

48 Litigation history

Information on litigation history in which the Bidder is involved. (As per ITB 4.2g)

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks present status

Seal & Signature of the Bidder

49 Undertaking for Investment of Minimum cash

Undertaking for investment of minimum cash up to 25% of the value of the work (As per 4.2/r)

UNDERTAKING

The undersigned do here by undertaken that our firm M/s. _____ would invest minimum cash up to 25% of the value of the work during implementation of the Contract.

(Signed by an Authorized Officer of the Firm)

51 Work Methodology & Work programme(As per ITB 4.2/s)

The proposed methodology and work programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones

The Bidder shall provide general description of the arrangements and work methodology which the Bidder intends to adopt for the execution of the Works. The Bidder's arrangements and method statement should demonstrate their adequacy for satisfactory execution of the Works.

Affidavit

1. I, the undersigned, do hereby certify that all the statements/information furnished in the bid document for the work of _____ (name of work) are true and correct to the best of my knowledge.

2. The undersigned/the undersigned on behalf of the Firm/Company also hereby certify that neither I/our Firm/Company have abandoned any work in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and requests) any Bank, Person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the department to verify the statements/information or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/project implementing agency.

(Signature of the Bidder with proper title and full address)

Date

SECTION -3- SECURITIES AND OTHER FORMS

PERFORMANCE BANK GUARANTEE

To _____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [Name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [Name of Contract and brief description of works] (hereinafter called "the Contractor").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of.....[amount of guarantee]*.....(in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of.....amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

*An amount shall be inserted by the Guarantor, representing the percentage of Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

LETTER OF ACCEPTANCE
(Letterhead paper of the Employer)

..... (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify that your Bid dated _____ for Design & Execution of the _____ (name of the contract and identification number as given in the Instructions to Bidders) for the Contract Price of Rupee _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of issue of this letter of acceptance valid up to 45 days from the date of expiry of 3 years of maintenance services i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,
MD, GSCL

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letterhead of the Employer)

_____ (date)

To

_____ (Name and address of the Contractor)

Dear Sir,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of.....at a Bid Price of Rs....

.....

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
MD, GSCL

CONTRACT AGREEMENT

This agreement made the..... day of..... between the MD, GSCL [hereinafter called “The Employer”] and.....(hereinafter called “the Contractor” of the other part].

Whereas the Employer is desirous that the Contractor execute the work of

.....

..... [Hereinafter called “the works”] and

the employer has accepted the Bid of the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of

Rs.....(Rupees.....) only.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - (i) Letter of Acceptance,
 - (ii) Notice to proceed with the works,
 - (iii) Condition of Contract,
 - (iv) Contract Data,
 - (v) Technical Specification
 - (vi) Bill of Quantities and
 - (vii) Contractor's Bid

In witnessed whereof the parties there to have caused this agreement to be executed the day and year first before written.

The common seal of was hereunto affixed in the presence of

Signed, Sealed and delivered by the said MD, GSCL and

.....
.....

In presence of:

Binding Signature of Employer

Binding Signature of Contractor