



GUWAHATI SMART CITY LIMITED

AMENDMENT /ADDENDUM/ CORRIGENDUM NO. 1

Tender ID No. : 2017_GSCT_3123_1

Tender Notice No. : SPV/GSCL/DEV/51/2017/90

Name of Work : Designing, Constructing / Installing, Operating and maintaining of Smart electronically operated bio toilets for Period of Five Years

In pursuance to the Prebid meeting held on **06.09.2017** and queries raised by the bidders, Following are the replies to queries/amendments:
The intending bidders are requested to take the note of the following changes and accordingly shall have to submit the Tender.
Statement showing the amendments to the existing clause in tender volumes is published online

Reference Of Tender Clause						Instead Of	Now Read As
Sr. No.	Volume No.	Page No.	Clause No.	Para No./Sr No.	Line		
1	1	28	5.4			<p>Payment for biotoilets shall be made in batches of 5 number of units installed and commissioned. Hence once installation and commissioning of 5 biotoilets is completed, payment shall be made. This batch of 5 biotoilets shall be installed and completed in all respect including commissioning within 30 days. The time frame for installation of all biotoilets is six (6) months from the notice to proceed. The contractor shall submit the invoice or Interim Payment Certificate (IPC) within 7 days after commissioning of these 5 biotoilets.</p>	<p>During installation period, payment to contractor shall be done only after testing and commissioning of individual Toilet and its Mechanical, Electrical and Electronic accessories and compliance of discharged water quality parameters with Environmental Pollution rules 1986 and National River Conservation Directorate Guidelines for Faecal Coliforms and Other applicable MoEF standards, and local statutory regulations as well as Pollution Control Board Guidelines. Contractor shall submit payment statement to GSCL and payment shall be made within 30 (thirty) days from certification of payment certificate by Engineer-in-Charge. After completion of all works and on issuance of Completion certificate, the Contractor shall submit Final payment certificate to the GSCL and Payment shall be made not later than 60 days from date of submission of Final payment certificate</p>

Reference Of Tender Clause						Instead Of	Now Read As
Sr. No.	Volume No.	Page No.	Clause No.	Para No./ Sr No.	Line		
2	11	3	Section 2.2 –			The digester shall be of minimum 3 m ³ capable of serving 200 persons per day (minimum)	The digester shall be of minimum 10 m ³ capable of serving 200 persons per day (minimum)
3	11	4	2.3.6			The Smart bio-toilets must be connected to an anaerobic bio-digester of minimum 3000 litre capacity which will be sufficient for minimum of 200 defecations per day.	The Smart bio-toilets must be connected to an anaerobic bio-digester of minimum 10,000 litre capacity which will be sufficient for minimum of 200 defecations per day.
4	11	4	2.3.7			The volume of the biodigester shall be minimum 3000 litres and shall be capable of handling 200 persons per day.	The volume of the biodigester shall be minimum 10,000 litres and shall be capable of handling 200 persons per day.
5	11	25	2.6	Sr no.37		Minimum 3000 Litres capacity, made of FRP (capable of handling night soil of minimum 200 persons per day). The bio digester shall be of anaerobic DRDO type with minimum six (6) compartments followed by disinfection. The compartments shall have poly grass mats for protection of bacteria on side partition walls or other suitable immobilization matrix. The bio digester shall be fitted with ball valve or bypass arrangement. The bio-digester shall be dosed with approved microbial solution/disinfectant at recommended interval and regular	Minimum 10000 Litres capacity, made of FRP (capable of handling night soil of minimum 200 persons per day), with thickness of 12 mm, inlet 100 mm minimum dia with all connection pipe. The bio digester shall be of anaerobic DRDO type with minimum six (6) compartments followed by disinfection. The compartments shall have poly grass mats for protection of bacteria on side partition walls or other suitable immobilization matrix. The bio digester shall be fitted with ball valve or bypass arrangement. The bio-digester shall be dosed with approved microbial solution/disinfectant at recommended interval and regular

Reference Of Tender Clause						Instead Of	Now Read As
Sr. No.	Volume No.	Page No.	Clause No.	Para No./ Sr No.	Line		
						maintenance/check shall be done.	maintenance/check shall be done.

The other terms and conditions and specifications described in the tender document will remain unchanged

Managing Director, Guwahati Smart City Limited

[Signature]
19/

PRE BID CLARIFICATION

Name of Work :		Designing, Constructing / Installing, Operating and maintaining of Smart Bio Toilet for Period of Five Years			
Tender ID NO. :		Tender Notice No. :			
2017-GSCT-2314-1		SPV/GSCALDEVIS/2017/3		Date of Prebid Meeting: 06.09.2017	
SR. NO.	SUBJECT	CLAUSE REFERENCE	PAGE NUMBER	BIDDER NAME	POINTS RAISED BY BIDDER
VOLUME 1					
1				Eram Scientific Solutions Pvt. Ltd	There is a clause for penalty per day for non-functioning of the unit. It should not be applicable if the issue is not under our scope. Please Clarify.
2				Eram Scientific Solutions Pvt. Ltd	Payment terms-We request you to amend the payment terms as 30% mobilization advance against Bank Guarantee, 50% against delivery & 20% after commissioning of units. Operation and Maintenance charges can be divided in to 5 years in 5 annual instalments to be paid in advance annually.
3				Eram Scientific Solutions Pvt. Ltd	Utility connectivity & recurring charges —Clarify whether GSCL will provide utility connectivity(Power, water & drainage if no bio digester) up to the point of installation of Toilet. Also clarify GSCL will bear the recurring charges from time to time for the utility connections.
4				Eram Scientific Solutions Pvt. Ltd	We are registered under the National Small Industries Corporation, Govt of India. As per the NSIC regulations, "The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under "Public Procurement Policy for Micro & Small Enterprises(MSEs) Order 2012" as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012
5				Eram Scientific Solutions Pvt. Ltd	• Issue of the Tender Sets free of cost. • Exemption from payment of Earnest Money Deposit (EMD)... among other benefits. If EMD exemption is not allowed please clarify whether DD is acceptable instead of Bank Guarantee.
6				Altersoft Innovations India Pvt Ltd	Whether this tender document fee and RFP document fee is same or different ? If not, clarify the amount (it is mentioned as Rs.30,000 and Rs.15000)
7				Altersoft Innovations India Pvt Ltd	As a startup, shall we get the exception for this criteria? We have completed design, Installation, Commissioning and successful operation and maintenance for a period of continuous two (2) years of one of the following or both – Automated remote monitored Double Toilets in atleast 3 units OR Automated remote monitored bio Toilets in atleast 10 units OR Automated remote monitored bio Toilets in atleast 10 units OR Certificate as per attached format duly certified by the Competent Authority

CLARIFICATION

Bidder to refer Volume II- Clause 7, which is self explanatory. The stipulations remain unchanged.

Bidder to refer Addendum 1 Sr. No. 1

GSCL will not provide utility connection. It is in scope of contractor. Stipulations remain unchanged.

Yes, MSME's and Startups who are meeting the criteria as mentioned in Tender are exempted from Tender Fee and EMD Tender condition shall prevail.

EMD in form of Demand Draft is also acceptable. EMD shall be in the form of Demand Draft in Favour of "MD GSCL", payable at Guwahati or in form of Bank Guarantee of nationalized bank having branch at Guwahati.

Tender Fee and RFP document Fee are one and the same. The Bidder shall pay a tender fee of Rs.30,000/- in form of Demand Draft / Bankers Cheque in favour of MD GSCL, payable at Guwahati.

Bidder to refer Point no 4 above. Stipulations remain unchanged.

4/9/17

PRE BID CLARIFICATION

PRE BID CLARIFICATION				
Name of Work :		Designing, Constructing / Installing, Operating and maintaining of Smart Bio Toilet for Period of Five Years		
Tender ID NO. :		Tender Notice No. :		
2017-GSCT-2314-1		SPV/GSCD/LDE/51/2017/3		
SR. NO.	SUBJECT	CLAU SE REFERENCE	PAGE NUMBER	BIDDER NAME
8		Volume I, 5.4	Page No. 28-29	Altissoft Innovations India Pvt Ltd
		Terms of Payment Here says "Payment for biotoilets shall be made in batches of 5 number of units installed and commissioned. Hence once installation and commissioning of 5 biotoilets is completed payment shall be made. This batch of 5 biotoilets shall be installed and completed in all respect including commissioning within 30 days. The time frame for installation of all biotoilets is six (6) months from the notice to proceed		
9		Volume I, 6.12	Page No. 48	Altissoft Innovations India Pvt Ltd
		Format for Joint Venture / Consortium		
VOLUME 2				
10		Volume II, 2.1.17	Page No. 3	SHREE ERCON PREFABS
		Bidder may put up advertisement panel... revenue will be collected by GSCL		
11		Volume II, 2.3.1	Page No. 4	SHREE ERCON PREFABS
		UPVC, FRP GRP Water Tank		
12		Volume II, 2.5.1	Page No. 24	SHREE ERCON PREFABS
		Providing connection of supply water from nearest water source as well as provision for getting the tanks filled up by mobile tankers.		
13		Volume II, 2.6, No 4	Page No. 26	SHREE ERCON PREFABS
		Double skin insulated panels, with 1mm thick 304 grade stainless steel inside skin and exterior grade 4mm thick SS304 outside facia.		
		POINTS RAISED BY BIDDER		
		Shall we total get 6 months to finish the toilets? What is the unit value for payment?		
		CLARIFICATION		
		The payment shall be made on pro rata basis for each biotoilet finished and completed and commissioned as per RFP Refer Addendum1, Sr No.1. Period of Implementation is three months.		
		No The EMD exemption shall be only for startups but with the stipulated experience requirements.		
		Stipulations remain unchanged		
		Water tank shall be of PVC		
		The Toilets so installed will be properties of GSCL, and their Capital Goods. Hence the electric connection and water supply connection shall also be in the name of GSCL, and the toilets should be functional even after the end of AMC period, so the Security Deposits for Water and Electric Connection should be paid by GSCL. Further since the revenue being collected / generated is being credited to GSCL only, the 'cost of Usage' ie Water and Electricity should also be paid by GSCL. Therefor Water and Electric Connection Scope along with Security Deposits and monthly payment of invoices in scope of GSCL.		
		Water and Electricity connections are in the scope of contractor. Stipulations remain unchanged. The employer shall only facilitate the clearance etc.		
		Stipulations remain unchanged		

Handwritten signature/initials

Tender ID NO -		Tender Notice No -		Date of Prebid Meeting- 06.09.2017		
2017-GSCT-2314-1		SPV/GSCLAL/DEV/1/2017/3				
SIR NO.	SUBJECT	CLAUSE REFERENCE	PAGE NUMBER	BIDDER NAME	POINTS RAISED BY BIDDER	CLARIFICATION
14				Eram Scientific Solutions Pvt. Ltd	<p>It's observed that out of our experience, the following specs are expected to escalate price, increases usage of water and redundancy. Hence we put forward the queries as following</p> <p>Floor -Floor is perforated double layer. There will be more chance of water clogging and floor wash will not be effective. This type of construction makes high in cost.</p> <p>-Wall & Roof — Exterior layer of wall is 4 mm thickness. The material of the outside wall is not mentioned properly. Please clarify. If it is SS 304 grade then there is no need of 4mm thickness steel. We have already provided eToilets in Guwahati with single layered wall construction and it meets the requirements. So this is unnecessary and ultimately will add cost.</p> <p>-Plumbing — Please clarify for which purpose spiral nozzle is mentioned in the technical specification of the specific spiral nozzle is req. dried or generic nozzle is enough if it is mentioned for floor wash. Proper arrangement. Generic nozzle system can also provide the same effect of spiral nozzle system.</p> <p>-Toilet Pan -SS 316 is mentioned which is not required. From our experience SS 304 is enough for our purpose.</p> <p>Cleaning system— Manual or gravity based cleaning system is specified for wall in the technical specification. There is no need of cleaning of walls as it is made of SS 304. Complexity and the cost may increase if we provide this function.</p> <p>-Pressure boosting pumps-Normal floor wash system will suffice the total cleaning system inside the toilet. By avoiding pressure boosting pump we can conserve lot of energy and also the cost. Please clarify.</p> <p>-Washbasin -Wash basin material is SS316 Grade. This is not actually required. It can be of SS 304. Please clarify.</p>	Situations remain unchanged
15	Volume II, 2.1.17 The successful bidder may put an advertisement panels		Page No- 3	Altisoft Innovations India Pvt Ltd	<p>What is the overall size of advertisement panel required? What material? Whether lighted or not? The expenses for making it has to be calculated. Can you mention time period for periodical sticker change of signage boards and average number of signage/direction boards per site? Our toilet will have 1.2m x 2.1m lighted box type advertisement panels inbuilt on both sides which is very attractive without losing the charm and beauty of toilet and its perimeter.</p>	The size mentioned for advertising panel 1.2mX 2.1 m is adequate and accepted. The advertisements shall be for 2 weeks.
16	Volume II, 2.5.6 The installation to be completed and the unit should be brought to operation within three (3) Months from the date of signing of contract as directed by GSCL		Page No- 24	Altisoft Innovations India Pvt Ltd	<p>What is time period allowed. It is said earlier 6 months and now 3 months? It is better to submit time schedule for all works and accordingly fix the time line. The works includes, taking authority sanctions, digging, fixing bio digester tank, civil works like concreting, tile work, beautification, etc and its curing time. Electricity connection, water connection, installation of automated toilet and testing and commissioning. Fixing road signs, sticker works, and advertisement panel and finishing. Minimum days required for digging, civil and concrete works per site is 3-4 days and it will take to install 30 units 120 days. Meanwhile the prefabricated structure also will get done. Considering the delay in sanctions and paper works, 6 months period is required for full unit commissioning.</p>	The time period is 3 months since the toilets are factory made and ready built.
17	Volume II, 2.6 Inside area 800mm		Page No- 25	Altisoft Innovations India Pvt Ltd	<p>With 800mm width, wash basin fixed inside with soap dispenser is difficult. We will have our specification which meets international standards for public toilet 1050mm*1500mm. The world public toilet standard says 450mm from all three wall to center of toilet pan, and 900mm to front wall.</p>	Size of sink is amended to 450 mm

PRE BID CLARIFICATION

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2017-GSCT-2314-1		SPVNSCDAL/DEV/12017/3		Date of Prebid Meeting: 06.09.2017	
Sr. NO.	SUBJECT	CLAUSe REFERENCE	PAGE NUMBER	BIDDER NAME	POINTS RAISED BY BIDDER
18		Volume II, 2.6.3 Specifications 3, inner layer	Page No. 25	Altersoft Innovations India Pvt Ltd	Here we are using anti-clogging material coating with GRP molded tray beneath the Stainless steel 316 grade 3mm perforated floor. Shall we keep it or do it in stainless steel 304 1mm sheets?
					CLARIFICATION
19		Volume II, 2.6.4 Wall & Roof Double skin insulated panels, with 1mm thick 304 grade stainless steel inside skin and exterior grade 4mm thick SS304 outside facia. Inside hollow space shall be filled up with High density (16 kg/m ³) 40 thick (EPS) Expanded Polystyrene insulation	Page No. 26	Altersoft Innovations India Pvt Ltd	We are using in our new models Glass Reinforced Plastic which has high finish at the same time have high strength than previously used exterior grade Aluminum composite Panel (ACP) 4mm sheets. This GRP can repair and repaint after 5 years or as required to have the feeling of new toilets. No need of insulation as our roof is filled with watertank above SS panels and over and above the water tank, there is GRP panels. No need of additional insulation for double units. We can ensure no heat inside.
					Stipulations remain unchanged
20		Volume II, 2.6.29 CPVC	Page No. 27	Altersoft Innovations India Pvt Ltd	Instead of CPVC, better options like flexible PVC are using to withstand pressure. If you insist for CPVC we shall use it.
					Stipulations remain unchanged
21		Volume II, 2.6.31 UPS	Page No. 27	Altersoft Innovations India Pvt Ltd	Instead of UPS, (which converts AC power to DC power to batteries and again converting DC power to AC power for components,) we avoid the UPS and directly connecting all devices from battery directly which will reduce, electricity and at the same time we are providing a charging station to charge battery either from solar panels or from available AC power.
					Stipulations remain unchanged
22		Volume II, 3.22 The water storage capacity at each Smart Bio Toilet should be 1200 litres minimum unless	Page No. 31	Altersoft Innovations India Pvt Ltd	Our default capacity inside toilet is 1000 liter which enough for average usage for 200 persons per day and can add with additional tank will affect the beauty of the premises.
					Not acceptable. The minimum volume of the Biogas digester required is 10,000 litres for treating load for a minimum of 200 persons. Bidder to refer Addendum 1, Sr. No. 2,3,4 and 5.
General					
23					MOU for Joint Venture Consortium
					Bids can be submitted by a Joint venture or consortium of firms A JV / consortium should not consist of more than two parties (including the Lead Bidder). Firms entering into JV/ Consortium shall submit MOU along with the Tender. Bidder to refer Draft MOU - Annexure 1- attached with Prebid Clarifications



DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2017 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part and _____

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Guwahati Smart city Limited has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for "Designing, Constructing / Installing, Operating and maintaining Smart electronically operated bio toilets for period of Five years"

AND WHEREAS the Parties have had discussions for formation of a Consortium / JV for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the " Designing, Constructing / Installing, Operating and maintaining Smart electronically operated bio toilets for period of Five years " as a Consortium / JV
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for " Designing, Constructing / Installing, Operating and maintaining Smart electronically operated bio toilets for period of Five years" and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

- iv. _____ (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
- a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the Authority.
 - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to implement the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Assam shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness: *

i. _____

ii. _____