

Request for Proposal

For

**DESIGN,SUPPLY,INSTALLATION,TESTING AND
COMMISSIONING OF NATIONAL FLAG
INCLUDING ILLUMINATION OF FLAG POST AT
GANDHI MANDAP,SARANIA HILLS ON
DESIGN,BUILD AND OPERATE BASIS WITH
OPERATION AND MAINTENANCE PERIOD OF
ONE YEAR**

Volume 1: Instruction to Bidders

Client:



**Guwahati Smart City Limited,
Guwahati, Assam**

DOCUMENT NO: 10477A-CV-3000-3901

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S. No	Volumes	Details
1	Volume- I	Instruction to Bidders
2	Volume -II	Scope of Work & Specifications
3	Volume -III	General Conditions of Contract
4	Volume -IV	Price Bid
5	Volume - V	Tender Drawings

IMPORTANT DATES

S. No.	Activity	Deadline
1	Release of RFP	On 30.11.2017 from 15:00 hr onwards https://assamtenders.gov.in , www.gscdal.in,
2	Last date of receipt of queries on RFP	06.12.2017 Up to 11.00 hr
3	Pre-bid Meeting date	07.12.2017 from 11.00 hr at the office of Guwahati Smart City Limited , 1 st Floor ,Statfed Building, Bhangagarh, Guwahati-781005
4	Last date for online submission of Bids	18.12.2017 Up to 15.00 hr
5	Last Date of Physical submission of Bid (Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	19.12.2017 Up to 11.00 hr
6	Date of opening of Tender Fee, EMD and Technical Bid	19.12.2017 after 15.00 hr
7	Date of opening of Price bids	To be notified later to the qualified bidders

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1. Introduction

1.1 About the Guwahati Smart City Limited, Government of Assam

The Government of India has recently announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Guwahati is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Guwahati Smart City Limited (GSCL) is a Govt. Company for implementing the Smart City mission at the city level. GSCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

Guwahati Smart City Limited intends to invite Request for Proposal Design, Supply, Installation, Testing and Commissioning of National Flag including illumination of Flag post at Gandhi Mandap, Sarania Hills on Design, Build and Operate basis with Operation and Maintenance period of One year.

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

1. RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.

2. RFP Volume 2: Scope of work including Functional & Technical Specifications A to E

Volume 2 of the RFP provides information related to Scope of work for bidder, bidders obligations, Employer's Requirements and Specifications

3. RFP Volume 3: General Conditions of Contract

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

4. RFP Volume 4 : Price Bid BOQ

Volume 4 contains various Bill of Quantities; bidder has to quote his rates in various schedules.

5. RFP Volume 5 : Tender Drawings

BID DATA SHEET		
Sl No	Item	Description
1.	Scope of Work	The scope of work includes " Design, Supply, Installation, Testing and Commissioning of National Flag including illumination of Flag post at Gandhi Mandap , Sarania Hills on Design, Build and Operate basis with Operation and Maintenance period of One year. Height of Flag Mast shall be 300 feet, Size of Trio Color Flag shall be 120 feet x 80 feet.
2.	Method of Selection	Technically Qualified Lowest Evaluated (L1) Bidder
3.	Availability of RFP Documents	Download from www.gscdal.in , https://assamtenders.gov.in online tender submission on https://assamtenders.gov.in
4	Employer / Authority	Guwahati Smart City Limited, Statfed Building, Bhangagarh, Guwahati-781005
5	Bid Opening Authority	Managing Director, Guwahati Smart City Limited
6	Estimated Tender Amount	Rs 2.79 Crore (Rupees Two Crore and Seventy Nine Lacs only) (Construction Cost + Operation and Maintenance cost for One year)
7	Period of Completion	90 days from the date of Commencement of Work. Date of Commencement of Work shall be Date of Signing of the Contract agreement
8	Operation and Maintenance Period	Period of One year after successful commissioning of all the works and issuance of Commissioning certificate from the Client
9	Defects liability period	Period of One year after successful commissioning of all the works and issuance of Commissioning certificate from the Client
10	Date of RFP Issuance	30.11.2017 from 15:00 hr onwards
11	Tender document fee (Non-refundable)	INR 6,000-(INR Six Thousand only) in form of Demand Draft / Bankers Cheque in favor of MD, GSCL payable at Guwahati
12	Bid Security/Earnest Money Deposit (EMD)	INR 6,00,000/- (INR Six Lacs only) in form of Demand Draft in favor of MD, GSCL payable at Guwahati or by Bank Guarantee of Nationalized bank, having branch at Guwahati

BID DATA SHEET		
Sl No	Item	Description
		(as per format attached in Bid Document)
13	Pre-Bid Meeting Date, Time & venue	07.12.2017 from 11.00 hr at the office of Guwahati Smart City Limited , 1 st Floor , Statfed Building, Bhangagarh, Guwahati-781005
14	Posting of responses to queries (on website)	https://assamtenders.gov.in , mdsmartguwahati@gmail.com
15	Last Date and time for on line bid submission	18.12.2017 Up to 15.00 hr
16	Last Date of Physical submission of Bid (Tender Fee, EMD, Technical Bid) in Hard Copy	19.12.2017 Up to 11.00 hr
17	Date of opening of Tender Fee, EMD and Technical Bid	19.12.2017 after 15.00 hr
18	Bid validity	Bid must remain valid up to 180 (One Eighty) days from the actual date of submission of the Bid.
19	Retention Money	5 (Five) Percent of each Interim payment certificate will be deducted as Retention amount and will be returned after successful completion and commissioning of all works
20	Performance Security	10 (Ten) percent of Contract Amount in for of Bank guarantee valid up to Defects Liability Period
21	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
22	Name and Address for Correspondence	Office of Guwahati Smart City Limited - Statfed Building, Bhangagarh, Guwahati-781005 Email : mdsmartguwahati@gmail.com

2. Instruction to Bidders

2.1 General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Employer's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Employer on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Employer. Any notification of preferred bidder status by Employer shall not give rise to any enforceable rights by the Bidder. Employer may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Employer.
- d. Sealed bids shall be received by the Employer on the e-Procurement portal <https://assamtenders.gov.in> before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Assam, the offers will be received up to the appointed time on the next working day. The Employer may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e. facsimile offers and other offline mode offers will be rejected.
- f. The Bidders must be registered with the E-tendering system provider for participating in the bidding process, bidders are required to go through the procedure as specified in <https://assamtenders.gov.in> portal to upload the Bid document
- g. The bidders are required to upload their tender on <https://assamtenders.gov.in> portal only. GSCL shall not be held responsible for the delay, if any, in the non-receipt of the same.
- h. Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be posted on <https://assamtenders.gov.in> website only. Bidders should regularly visit the website to keep themselves updated
- i. All the qualification information shall be submitted through prescribed forms and statements given in the annexure of tender document, along with all supporting documents meeting the qualification criteria. Bidder shall upload Scan Copies of such prescribed forms and supporting document as a part of his online submission.

2.2 Eligible Bidders

The Bidder should either be Manufacturer (OEM) of flag mast or Monopole or a well established Contracting firm who should form Joint venture with Manufacturer (OEM) of flag mast or Monopole

Bidder who is manufacturer (OEM) should have own experience of Designing, Manufacturing, Installing and Commissioning of at least one flag mast or monopole of height not less than 60.0 meters. Bidder should submit all the credentials as a manufacturer of flag mast or monopole along with all experience certificates.

Bidder who is well established Contracting firm should have experience in assembling, installation and commissioning of Flag mast or Monopole of height not less than 60.0 meters and should form Joint venture with the manufacturer (OEM) of Flag mast or Monopole. Such Joint Venture Partner should have own experience of Designing, Manufacturing, of flag mast or monopole of height not less than 60.0 meters and shall be Lead member of such Joint Venture Bidder should carry the installation work of Flag mast, including all foundation work under the supervision of such Joint Venture Partner. The Bidder and Joint Venture Partner shall be jointly responsible for Designing, Manufacturing, Installation and Commissioning of Flag mast. The bidder shall submit Joint Venture Agreement entered with manufacturer as a part of qualification criteria. Bidder shall refer Draft Joint Venture Agreement attached along with Bid document.

A manufacturer of Flag mast (OEM) / Monopole shall not participate in more than one bid for this tender either as a sole bidder or a Joint Venture Partner.

For selection of Luminaries and illumination Design for the Flag mast, the Bidder shall either hire a Lighting consultant or tie up with Lighting OEMs who has the experience of Façade Lighting of such High Rise Structures. The bidder shall submit declaration/confirmation during the Tender submission for hiring such services of Lighting consultant or Lighting OEMs

A. Turn Over

The Bidder should have an average annual turnover of minimum INR 90.00 Lacs over the last five financial years ending year 2016-2017.

2.3 Compliant Bids/Completeness of Bids

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:

- i. Include all documentation specified in this RFP, in the bid
- ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
- iii. Comply with all requirements as set out within this RFP

2.4 Bidder to Inform

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

2.5 Bid Preparation costs

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

2.6 Pre-bid meeting & Clarification

2.6.1 Bidders Queries

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

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

Bidders must submit their queries as per the format mentioned in - Annexure I

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

Employer will organize a pre-bid meeting and will respond to any request for clarification or modification of the bidding documents. Employer shall formally respond to the pre-bid queries after the pre-bid meeting. No further clarifications shall be entertained after the date and time of submission of queries.

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

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Meeting, shall be made by Employer exclusively through a corrigendum/Addendum. Any such corrigendum/Addendum 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 corrigendum/Addendum issued by Employer, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the Bid Data sheet. Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.

2.7 RFP Document Fee

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

Tender Fee of Rs 6000 /- (INR Six Thousand only) shall be paid in form of Demand Draft or Bankers Cheque. The tender fee shall be non-refundable.

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

2.8 Earnest Money Deposit (EMD)

EMD of Rs. 6,00,000/- (INR Six Lacs only) shall be paid in form of Demand Draft / Bank Guarantee. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

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

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

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

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

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

2.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Bid Data Sheet.

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

2.10 Contents of Bid

The two bids system shall be followed. Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal. RFP document fee, Earnest money deposit shall be submitted along with physical submission of Bid, however scan copy of same shall be uploaded during online submission. Technical Bid shall be submitted online as well as by physical submission. Financial Bid shall be submitted only through online submission.

Document Set	Name Of Document	Content
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	a. RFP Document Fee b. Bid Security/Earnest Money Deposit (EMD) (To be submitted along with Physical submission and scan copy shall be uploaded during online submission)
Two	Technical Bid	a. With all supporting documents required for meeting the qualification criteria as per formats given in Bid document (Online as well as Physical Submission)
Three	Financial/Price Bid	a. To be submitted online through E-procurement Portal.(Only online submission)

- a. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Financial/Price Bid.
- b. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.

- d. All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
- e. Bidder shall submit technical bid in hard copy which shall be properly bound and all pages shall sequentially numbered.
- f. Failure to submit the bid before the submission deadline specified in the Bid Data Sheet would cause a bid to be rejected.
- g. Employer will not accept delivery of bid by fax, e-mail.

2.11 Bid Formats

2.11.1 Pre-Qualification Bid Format

Section no.	Section Heading	Details
1	Pre-qualification checklist	As per format provided in section 6.1
2	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3	About Bidder	As per format provided in section 6.3 of this document.
4	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN card 3. VAT registration, CST , ST, GST Registration (Central and State)
5	Annual Turnover	Details of annual turnover with documentary evidence.
6	Self-certificate for non-blacklisting clause	As per format provided in section 6.4.
7	Power of Attorney	<i>Documentary evidence as per format provided in Annexure 8</i>
8	Project Experience	As per Qualification criteria (Format as per Section 7)
9	No Deviation Certificate	As per format provided in section 6.5
10	Total responsibility certificate	As per format in 6.6
11	Anti-Collusion Certificate	As per format in 6.8

2.11.2 Financial/Price Bid Format

Bidder shall submit the Price Bid online through E-procurement portal website only.

2.12 Language

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

2.13 Authentication of Bids

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

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

2.14 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, Employer may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through Corrigendum/Addendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

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

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

2.15 Bid Price

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

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

Price quoted by bidder shall inclusive of all taxes like Good Service Tax (GST) and other taxes, if applicable like VAT, sales tax, labor, construction cess, income tax, duties, tolls, octroi, freshly levied taxes under any rules. No claim whatsoever in this context shall be entertained.

2.16 Deviations and Exclusions

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

2.17 Total Responsibility

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

2.18 Late Bids

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

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

Employer shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

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

2.19 Right to Terminate the Process

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

2.20 Non-Conforming bids

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

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

2.21 Acceptance/Rejection of Bids

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

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

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

2.22 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

2.23 Disqualification

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

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents

- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial/Price bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

2.24 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Employer shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Employer for, inter alia, time, cost and effort of Employer, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- b. Without prejudice to the rights of Employer under Clause above and the rights and remedies which Employer may have under the LOI or the Agreement, if a Bidder is found by Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Employer during a period of 3 years from the date such Bidder is found by Employer to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official

of Employer who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Employer in relation to any matter concerning the Project;

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

2.25 Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Employer shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Employer for, inter alia, the time, cost and effort of Employer including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Employer hereunder or otherwise.
- b. Employer requires that the bidder provides solutions which at all times hold Employer’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Employer.

2.26 Right to vary quantity and Change of scope of work

- a. Bidder to note that the Employer has the right to vary the quantity as mentioned in the Price Bid BOQ.. Nothing extra shall be paid for increase / decrease in the quantities as mentioned in the Price Bid BOQ. Rate quoted shall be for completing the item in all respect and as per tender requirement. Bidder to note that actual executed quantity shall be paid as per terms and conditions of Tender document.
- b. If the Employer does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. The Employer reserves right to decrease or Omit any work from the Scope of Project. It is in Contractor's obligation to execute the work as instructed by the Employer and will not be compensated for such decrease or omission in scope of Tendered works.

The payment for change of scope and extra item shall be made as per the Schedule of Rates (SOR) as approved by Employer and for non SOR items the rates will be paid as approved rates based on rate analysis as approved by Employer. Employer, may ask the bidder to submit rate analysis with market rates with supporting quotations from suppliers etc. No Change of Scope shall be executed unless the Employer has issued the Change of Scope Order.

2.27 Withdrawal, Substitution, and Modification of Bids

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

2.28 Site Visit

- a. The Bidder shall visit the site and examine the site or sites for availability of required area, accessibility of the sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract for Design & Construction of the Works. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. The Employer will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Employer adequate notice of a proposed visit of at least four (04) days. Alternatively, the Employer may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- c. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

2.29 Joint Venture

- 1.1 Joint venture consortium of **Maximum Two** firms/ members / companies, as partners shall be allowed for the works.
- 1.2 All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:
- 1.3 A Joint Venture Agreement Must Be Submitted Along With The Documents In Which Minimum Share of Lead Member Shall Have To Be 60% And Share of Other Members, Individually Shall not be Less Than 15%.
- 1.4 All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

Note:

- (a) In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose.
- (b) The individual members who join in Joint Venture shall have to give an undertaking that they will maintain status-quo till the completion of the work, if the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper of Rs. 100. Duly signed by authorized signatory, which shall be notarized.
- (c) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as “Legal Entity” as far as this Bid/ Contract is concerned.
- (d) The Bid, and in case of a successful Bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners;

- (e) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
- (f) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period;
- (g) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,
- (h) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non prescription, the JV agreement will be declared as invalid and the Bid will be treated as non responsive.
- (i) In case of Joint Venture financial strengths of each of the JV members individually shall not be less than Minimum Qualifying Criteria worked out in proportionate to their financial stakes in the JV. Further Lead member should be manufacturer (OEM) of Flag mast or Monopole should have own experience of Designing, Manufacturing of flag mast or monopole of height not less than 60.0 meters Each JV member shall have required Incorporation/Registration Certificate, existence of company.
- (j) The Bidders participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.
- (k) An original notarized copy of the agreement as prescribed in Format entered into by the joint venture partners shall be submitted with the Bid. It should

also distinctly show the financial participation of each member of the joint venture and the responsibility of each member as regards planning and execution of the work.

- (l) In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.
- (m) The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to upload the tender document in the name of JV only, if he wants to apply.

3. Selection Process for Bidder

3.1 Opening of Bids

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

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

There will be three bid-opening events

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

Set 2 (Technical bid)

Set 3 (Financial/Price Bid)

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

3.2 Preliminary Examination of Bids

Employer shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Employer and shall not be included for further consideration.

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

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)

- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

3.3 Clarification on Bids

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

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

3.4 Evaluation Process

Employer shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

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

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

The steps for evaluation are as follows:

3.4.1 Stage 1: Pre-Qualification

- a. Employer shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b. Technical and Financial/Price bids for those bidders who don't pre-qualify will not be opened. Financial/Price bid will not be opened for those bidders, who don't

qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after Performance bank Guarantee (PBG) is submitted by successful bidder.

3.4.2 Stage 2: Technical Evaluation

- a. Set 3 "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b. Employer will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Employer's discretion.
- c. The bidders' technical solutions proposed, Technical Data Sheets submitted along with bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned

3.4.3 Stage 3: Financial/Price Evaluation

- a. All the technically qualified bidders will be notified to participate in Financial/Price Bid opening process.
- b. The Price bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Price Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Employer's discretion.
- c. Price Bids that are not as per the format as per Volume IV-Price Bid shall be liable for rejection.
- d. The bid price shall include Goods Service Tax (GST) and other taxes, if applicable like VAT, sales tax, labor, construction cess, income tax, duties, etc., tolls, octroi, freshly levied taxes and shall be in Indian Rupees.
- e. 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 the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the price Bid, to demonstrate the internal consistency of those prices with the employer's requirement, specifications, implementation methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

3.4.4 Stage 4: Total Bid Evaluation

Technically Qualified lowest evaluated bidder (L1) will be the considered as a successful bidder. However, the acceptance of the proposal will rest with the Employer who does not bind itself to accept the lowest proposal, and reserves the right to accept or reject any or all the proposals received without assigning any reason

3.5 Qualification Criteria

SI	Qualification Criteria	Documentary Evidence
1	The average annual turnover of minimum INR 90 Lacs over the last Five financial years ending year 2016-17	1. Audited financial statements for the last five financial years 2. Certificate from the Chartered Accountant on turnover details over the last five (5) financial years
2	<p>The Bidder should either be Manufacturer (OEM) of flag mast or Monopole or a well established Contracting firm who should form Joint venture with Manufacturer (OEM) of flag mast or Monopole</p> <p>Bidder who is manufacturer (OEM) should have own experience of Designing, Manufacturing, Installing and Commissioning of at least one flag mast or monopole of height not less than 60.0 meters. Bidder should submit all the credentials as a manufacturer of flag mast or monopole along with all experience certificates.</p> <p>Bidder who is well established Contracting firm should have experience in assembling, installation and commissioning of Flag mast or Monopole of height not less than 60.0 meters and should form Joint venture with the manufacturer (OEM) of Flag mast or Monopole. Such Joint Venture partner should have own experience of Designing, Manufacturing, of flag mast or monopole of height not less than 60.0 meters and shall be Lead member of such Joint Venture. Bidder should carry the installation work of Flag mast, including all foundation work under the</p>	<p>Credential as an Manufacturer (OEM) of Flag Mast or Monopole</p> <p>Bidder who is well established Contracting firm should submit experience certificates of work completed.</p> <p>Manufacturer of Flag / Monopole mast shall submit Completion Certificate as per attached format duly certified by the Competent Authority.</p> <p>.</p> <p>In case of Joint Venture, the bidder shall submit Joint Venture Agreement entered with manufacturer (OEM) as a part of qualification criteria</p>

SI	Qualification Criteria	Documentary Evidence
	supervision of such Joint Venture partner. The Bidder and Joint Venture partner shall be jointly responsible for Designing, Manufacturing, Installation and Commissioning of Flag mast. The bidder shall submit Joint Venture Agreement entered with manufacturer as a part of qualification criteria.	
3	For selection of Luminaires and Illumination Design for the Flag mast, the Bidder shall either hire a Lighting consultant or tie up with Lighting OEMs who has the experience of Façade Lighting of such High Rise Structures. The bidder shall submit declaration / Confirmation during the Tender submission for hiring such services of Lighting consultant or Lighting OEMs	Declaration during the Tender submission for hiring such services of Lighting consultant or Lighting OEMs
3	The bidder should not have been black-listed by any State / Central Government Department or Central /State PSUs as on bid submission date	Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by bidders' authorized signatory. In case of Joint Venture such letter of undertaking as mentioned above to be submitted by all members of Joint venture
4	The bidder shall submit the declaration during tender submission for hiring the services of Electrical Consultant / Electrical Design Engineer	Declaration on the Letterhead of the Bidder.

SI	Qualification Criteria	Documentary Evidence
	having experience in designing and execution of lighting system and power distribution	

4.0 **Brief Scope of work:**

The scope of work includes the Designing the Foundation of flag, Structural of flag mast, lighting etc. manufacturing, transport, installation, testing and commissioning of the complete Flag system, using Raising and Lowering type of Flag mast Towers, including the Civil Foundation Works and illumination of Flag mast. The contractor shall be responsible for the operation and maintenance of the project for period of One year (365 Days) commencing from the issuance of Commissioning Certificate from the Employer. Defects liability period shall be for period of One year (365 Days) commencing from the from the issuance of Commissioning Certificate from the Employer.

The successful bidder shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format.

The successful bidder shall have to take all the necessary approvals from respective authorities.

Statutory and other charges for getting various required approvals shall be in scope of bidder

The Bidder shall strictly follow applicable code for National Flag for Design, Installation and during Operation and Maintenance of same.

5.0 **Award of Contract**

5.1 **Notification of Award**

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

5.2 **Signing of Contract**

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

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

5.4 Performance Bank Guarantee (PBG)

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

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

- a. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Employer,
 - b. Misrepresents facts/information submitted to Employer
- The performance bank guarantee shall be valid till satisfactory completion of Operation and Maintenance Period. The performance bank guarantee may be discharged/returned by Employer upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

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

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

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

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

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

5.5 Operation & Maintenance

Before Commencement of Operation & maintenance Period, the Contractor shall submit Operation & Maintenance manual to Employer for approval. Employer shall review and finalize Operation and Maintenance requirements to be carried out by the Contractor. Operation & maintenance period will commence only after getting approval to Operation & Maintenance manual from Employer. During the operation and maintenance period contractor shall provide a supervisor level staff for attending to all the O& M activities during the O&M Period. All the Operation and Maintenance obligations as approved by Employer shall be carried out by the Contractor.

5.6 Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

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

6. Annexure 2 – Formats for Submission of the Technical Bid

6.1 Pre-qualification bid checklist

Sl. no.	Checklist Items	Compliance (Yes or No)	Page No. And Section No. in bid
1	RFP Document fees		
2	Earnest Money Deposit		
3	Pre Qualification Covering letter		
4	Copy of Certification of		
	Incorporation/Registration Certificate		
	PAN card		
	VAT registration, CST, ST,GST Registration Certificate (State And Central)		
5	Audited financial statements for the last three financial years And Certificate from the Chartered Accountant		
6	Declaration of non-blacklisting		
7	Experience Certificate		
8	No Deviation Certificate		
9	Total Responsibility Certificate		
10	Anti Collusion Certificate		
11	Signed copy of tender bid		

6.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyy

To,

[]

Sub: Request for Design, Supply, Installation, Testing and Commissioning of National Flag including illumination of Flag at Gandhi Mandap , Sarania Hills on Design, Build and Operate basis with Operation and Maintenance period of One year. Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your “Request for Proposal for Design, Supply, Installation, Testing and Commissioning of National Flag including illumination of Flag at Gandhi Mandap , Sarania Hills on Design, Build and Operate basis with Operation and Maintenance period of One year.”, we hereby submit our qualification bid, Technical Bid and Financial/Price Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Employer can at its absolute discretion apply whatever additional criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [] in form of DD/ Bank Guarantee and Tender fee of INR [] in form of DD / Banker Cheque No _____ Dt _____
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by Employer 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 provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake the works in accordance to Employers requirement:

We also confirm inclusion of the following:

- i. 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.
- ii. To undertake the Construction/development works for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. 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 Employer may cancel the bidding process at any time and that Employer is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

6.3 Company profile**A. Brief company profile (To be Submitted by Sole Bidder as well as all members of Joint venture)**

SL.NO.	PARTICULARS Name of Bidder	DESCRIPTION OR DETAILS
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	
4	Registered office address	
5	Incorporation date and number	
6	Service Tax number	
7	VAT number, CST , ST GST Registration Certificate (State And Central)	
8	PAN details	
9	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11	EMD details	

B. Certificate of Incorporation**(To be Submitted by Sole Bidder as well as all members of Joint venture)****C. Financial Turnover****(To be Submitted by Sole Bidder as well as all members of Joint venture)**

The financial turnover of the company is provided as follows:

	2012-2013	2013 – 14	2014 – 15	2015 – 16	2016-2017
Annual Turnover					

Copy of audited financial statements or declaration from the appointed Chartered Accountant to be provided as proof of the financial turnover

6.4 Declaration of Non-Blacklisting**(To be Submitted by Sole Bidder as well as all members of Joint venture)**

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place

Date

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for **Design, Supply, Installation, Testing and Commissioning of National Flag including illumination of Flag post at Gandhi Mandap , Sarania Hills on Design, Build and Operate basis with Operation and Maintenance period of One year..**

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

Dear Sir,

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

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

6.5 No Deviation Certificate**(To be Submitted by Sole Bidder as well as Lead Bidder of Joint Venture)**

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.6 Total Responsibility Certificate**(To be Submitted by Sole Bidder as well as all members of Joint venture)**

This is to certify that we undertake the total responsibility for the defect free operation of the proposed construction works as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.0 Annexure – Formats for Experience Certificate**(To be Submitted by Sole Bidder as well as all members of Joint venture)****EXPERIENCE OF BIDDER**

S. No	Name of the work	Work Order			Date of completion of work	Details of Flag Post / Monopole	
		No./dt	Amount in Lacs	Name of Client		Height of Flag Post / Monopole	Number of Flag Post / Monopole

NOTE:

Client Certificate towards satisfactory completion of work from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work in Model Format along with copy of work order

Signature of Bidder

Model Format :**To whomsoever it may concern**

Certified that M/s.....have successfully completed the work of Design, Supply, Installation, Commissioning of National Flag post / Monopole as awarded vide work order number.....dated.....costing Rs.....Lacs as per following details:-

Sl. No	Locations (give the address details)	Date of completion	Details of Flag post / Monopole	Whether operational on the date of submission of proposal or not	Remarks

Date: - Place:-

Signature & Seal of Competent Authority with seal (Not below the rank of Executive Engineer)

7.2 STATEMENT – B**(To be Submitted by Sole Bidder as well as all members of Joint venture)**

Statement showing the similar works on hand / in progressive before one month prior to Bid Submission date

Sr. No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	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	Remarks
						Target Date	% Progress till Date		Original Y M	Extended (if any) Y M		
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11

Note : -(1) Attested Copies of Work Order and detail progress Certificates from issuing authority have to be attached.

(2) It is mandatory to furnish details in this format only.

Signature of Bidder

7.3 STATEMENT – D

**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED
FOR THE WORK**

Sr. No	Designation	Total number	Number available for this work	Name	Qualificat ion.	Professio nal experienc e of details of work carried out.	How these would be involve d in this work.	Remark s.
1	2	3	4	5	6	7	8	9

Signature of Bidder

8.0 Anti-Collusion Certificate**(To be Submitted by Sole Bidder as well as all Lead member of Joint venture)**

We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal for Design, Supply, Installation, Testing and Commissioning of National Flag including Electrification at Gandhi Mandap , Sarania Hills on Design, Build and Operate basis with Operation and Maintenance period of One year** issued by Employer, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

9.0 Annexure 5 (a) – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<PhoneNos>

<Fax Nos.>

<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide construction works for <<name of the assignment>> to Guwahati Smart City Limited (hereinafter called “the Employer”)

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

Date _____

Place _____

Signature _____

Witness _____

Printed Name _____

(Bank's common seal)

10.0 Annexure 5 (b) – Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

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

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

<<Amount in words>> only)

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

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

(Authorized Signatory of the Bank)

Seal:

Date:

11.0 Annexure 8 - Format for Power of Attorney to Authorize Signatory
(To be Submitted by Sole Bidder as well as all Lead member of Joint venture)

POWER OF ATTORNEY

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

We, M/s._____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms._____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Joint Venture)

Our firm is a Lead bidder of the Joint Venture of _____, _____

and _____ Dated this the _____ day of _____ 2017

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.
- b. 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

12.0 JOINT VENTURE AGREEMENT

(To be notarized on stamp paper of appropriate value)

(1) The Joint Venture agreement made and entered into at _____(place) on _____ day of _____(YEAR) by and between.

- a. Firm A (Name with address of the registered office)
- b. Firm B (Name with address of the registered office)

(2) **Definitions:** In this deed the following words and expressions shall have the meaning set out below.

- a. "The Employer" shall mean Guwahati Smart City Limited (GSCL)
- b. "The Works" shall mean _____(Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.
- c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.
- d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

(3) **Joint Venture (J.V):**

The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.

(4) **Witnesses :** Where as Employer has invited tenders from intending bidders and has permitted a group of firms (not exceeding two) forming a Joint Venture to eligible to be a bidder. And whereas _____party of the first part and _____party of the Second part/third part(if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing _____and whereas Parties of the first and Second part /third part(if applicable) reached understanding to submit pre-qualified/ tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

- (a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;
- (b) That the operation of this Joint Venture firm concerns and is confined to the work of _____ of Guwahati Smart City Limited (GSCL)
- (c) The name of the Joint Venture firm for convenience and continuity shall be : _

- (c) The Address of Joint Venture for communication shall be as under.:

- (e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
- (f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.
 - (1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and purpose.
 - (2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,
 - (i) All the (Maximum Two) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of, Firm – A.....% Firm - B.....%
 - (ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two/three partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.
- (b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual's party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.
- (c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.
- (d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non-performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.
- (e) None of parties have joined in any other Joint Venture for the said works.

(6) Responsibilities and liabilities of Joint Venture towards the employer:

- (1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.
- (2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;
- (3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

(7) Site management:

- (a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____(J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.

- (b) The _____ (Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

- (a) The employer awards the contract for the work to the other Bidder.
 - (b) The employer cancels the work to award the contract.
 - (c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.
- (9)** No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as Guwahati Smart City Limited (GSCL)

(10) Financial matter:

- (a) Bank Account in the name of the Joint Venture will be opened with nationalized Bank having branch at Guwahati to be operated by an individual signatory as decided mutually by the Joint Venture partners.
- (b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.
- (c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.
- (d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.

- (11) Negotiation :** Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.

- (12) Legal jurisdiction:** All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at Guwahati .

(13) Insurance:

- (a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.
- (b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.
- (15) No change shall be made in this agreement without prior written consent of the employer and other party. However if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.

- (16) Default and withdrawals from the Joint Venture.** : In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and/or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.

- (17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party. In witness whereof the parties have caused their duly authorized representatives to sign below.

Witness:

- 1 Signed for and on behalf of firm-A
2 Date Seal

Witness:

- 1 Signed for and on behalf of firm-B
2

Date Seal

Witness: