

**REQUEST FOR PROPOSAL FOR
EMPANELMENT OF CONTRACTORS
UNDER “PROJECT JYOTI”
SCHEME ON DESIGN, BUILD AND OPERATE
BASIS**

**DIRECTORATE OF MUNICIPAL ADMINISTRATION, ASSAM
DISPUR :: GUWAHATI. (Web site : www.dma.assam.gov.in)**

Tender Notice No. DMA(P)63/2017/208

Dated: 27/10/2017.

Volume I: Instruction to Bidders

IMPORTANT KEY DATES

Sl. No.	Activity	Deadline
1	Release of RFP	02/11/2017 2:00pm onwards
2	Last date of issue of RFP	22/12/2017, upto 5:00 pm
3	Pre-Bid Meeting Date, Time & Venue	10/11/2017 from 3.00 pm at the office of The Director, Municipal Administration, Assam. Guwahati - 781006
4	Last Date of submission of Bid (Technical & Financial Bid).	26/12/2017 Up to 5:00 pm
5	Date of opening of Technical Bids	27/12/2017 at 3:00 pm.
6	Date of opening of Price Bids	To be notified later to the qualified Bidders

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1.0 Introduction (by ULB As required)

About the Urban Local Bodies (ULBs) of Assam

There are 98 Urban Local Bodies in Assam.

Presently the coverage of street lights within the ULBs is low. The Urban Development Department, Govt. of Assam has initiated to improve the coverage by installing modern street light poles in lanes and by lanes of the ULBs. The UD Department is planning to install street lighting poles as per national standards. For that purpose Directorate of Municipal Administration, Assam intends to invite Request for Proposal for empanelment of contractors for Design, Supply, Installation and Maintenance of Street poles and Luminaries with all fittings and operation and maintenance for period of 7 (Seven) years in the ULBs of Assam.

The intent of this RFP is to invite Bids from the Bidders for Design, Supply, Installation and Maintenance of Street poles and Luminaries with all fittings for a Period of 7 (Seven) years. The Request for Proposal (RFP) consists of 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 & Technical Drawings

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

2.0 RFP Bid Data Sheet

BID DATA SHEET		
Sl. No.	Item	Description
1.	Scope of Work	Design, Supply, installation, maintenance of light pole and luminaries with all fittings on design, build and operate mode for a period of 7 (Seven) Years in the ULBs of Assam
2.	Method of Selection	Technically Qualified Lowest Evaluated (L1) Bidder
3.	Availability of RFP Documents	At the office of the Director, Municipal Administration, Assam during office hour & working days on or before 22/12/2017 upto 5:00 pm.
4	Authority	Director, Municipal Administration, Assam. Dispur :: Guwahati.
5	Officer inviting Bids / Bid Opening Authority	Director, Municipal Administration, Assam. Dispur :: Guwahati.
6	Estimated Tender Amount for ULBs of Assam (except Guwahati MC, Nagaon MB, Silchar MB & Dibrugarh MB)	Rs. 10,00,00,000/- (Rupees Ten Crores only)* <i>(*Estimated tender amount shall consist of Construction Cost plus Operation and Maintenance cost for 7 years).</i>
7	Period of Completion	45 days from issuing formal work order by ULB.
8	Operation and Maintenance Period	Period of 7 (Seven) years from the date of successful Commissioning of all poles and issuing completion certification on installation from authority.

BID DATA SHEET

Sl. No.	Item	Description
1	Date of Issuance of RFP	02/11/2017 2:00 pm onwards
2	Bid Document Fee (Non-refundable)	Rs. 1000/- (Rupees One Thousand only) in form of Demand Draft / Bankers Cheque in favor of issuing authority
3	Earnest Money Deposit / Bid Security	Rs. 25,000 /- (Rupees Twenty Five Thousand only) By Bank Guarantee of Nationalized bank, having branch at Guwahati (as per format attached in Bid Document).
4	Last date and time for Submission of Pre-Bid Queries	07/11/2017 Up to 4:30 pm
13	Pre-Bid Meeting Date, Time & Venue	10/11/2017 from 3:00 pm at Directorate of Municipal Administration, Assam. Dispur Guwahati - 6.
14	Last Date of submission of Bid (Tender Fee, Bid Security, Prequalification Bid, Technical Bid) in Hard Copy	26/12/2017 Up to 5.00 pm
15	Date of opening of Technical Bids	27/12/2017 after 3:00 pm.
16	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
17	Currency	Currency in which the Bidders may quote the price and will receive payment in INR only.
18	Name and Address for Correspondence	Office of The Director, Municipal Administration, Assam, Dispur; Ganeshguri. Guwahati-781006
19	Joint Venture	Allowed. Maximum Two Members in Joint Venture

3.0 Scope of work

- Execution of Design, manufacturing, inspection & testing at manufacturer's works in accordance with approved Quality and model, delivery to site; handling at site including unloading, shifting from point of unloading to store and from store to the installation site, storage, cleaning, assembly & touch up painting, transporting to the installation site; installation at individual site, testing & commissioning of street light pole within the premises of the Consumer at various locations within the area under (ULB) consisting of 5 m GI pole, LED light fitting, ELMCB, earthing and cabling as specified.
- Operation and maintenance of street light for 7 years maintaining a service team, spare parts and providing service as per the Service Level Benchmark specified. Maintaining a ward wise Status Dashboard on the progress of the project and submission of periodic report on weekly basis to ULB.
- All mounting and foundation supports and hardware with accessories for installations. All civil works associated with installations of the above equipment like excavation, concreting and back filling of soil for preparation of equipment foundation/ laying of PVC pipe for cable laying; embedment, chipping, punching, making holes, openings in walls, etc.
- Maintaining record regarding the operational status of the Light Poles, No of Complaints, resolution status, Preventive maintenance status and submission of periodic report on weekly basis to ULB.
- All design shall comply to the project requirements as specified.
- Bidder shall design the Light pole with desired output (Lux Level) and submit the same in the technical Proposal along with the Specified Test certificates of the selected Luminaries, Data sheet of the LED Fitting and other components including pole, time switch, ELMCB, Junction Box, mounting arrangement, cabling and earthing arrangement, Civil Foundation etc.
- The Bidder will submit the actual design of the street light in the technical Bid stage for evaluation purpose along with full technical specification.
- Bidder shall give a Proof of Concept for the pole as per the offered design at a desired site as decided by the (ULB) to demonstrate the material offered, designed lux level and wattage consumed, Junction Box, earthing and support arrangement provided etc. All necessary measuring instruments & arrangements shall be made by the Bidder along with the latest valid calibration certificates of the Instruments from a Accredited Laboratory.

4.0 Instruction to Bidders

- 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 authority on the basis of this RFP.
- 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 Authority. Any notification of preferred Bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of authority.
- Sealed Bids shall be received by the Authority 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 Authority may, at its discretion, extend this deadline for submission of offers by issuing addendum.
- Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be intimated through website / office notice board.
- All the qualification information shall be submitted through prescribed forms and statements given in the Annexure of bid document, along with all supporting documents meeting the qualification criteria.
- If the Bid is submitted by a Consortium / Group of Firms / Joint Venture, The Leading Firm / Partner / Joint Venture entity will be responsible to execute the contract and work order will be issued in name of Leading Company / Firm / Partner / Joint Venture. A certified copy of the Joint Venture Agreement in prescribed form as specified in RFP document shall be submitted along with the bid.
- If the Bid is submitted by a Consortium /Group of Firms / Joint Venture, the bid documents submitted to authority shall be in name of leading company / firm / partner / joint venture entity.
- All registered companies under the company act 1956/2013, Limited Liabilities Partnership Firm under the LLP Act 2008 are allowed to participate in this Bid.

5.0 Eligible Bidders

- The Bidder should be either sole Bidder or Consortium or Joint Venture. The Bidder / All member of Consortium / JV should be registered entity under Company Act 2013/1956 or Limited Liability Company Act - 2008. The Bidder / Lead member in Consortium should have valid Tax registration certificates. Bidder shall provide copy of registration certificate.
- The Bidder have installed and commissioned at least 5000 nos. of estimated street light poles with luminaries in last five (5) financial years.
- The Bidder should have Average Annual Turnover of minimum INR 2.50 Crore over the last three (3) financial year.
- Bidder / Lead Bidder shall demonstrate dedicated Line of Credit made available for this project for an amount of INR 1.00 Crore as per the attached format.
- The Bidder should not have been black-listed by any State / Central Government Department or Central /State PSUs as on Bid submission date. The Bidder should provide Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by Bidders' authorized signatory.
- The Bidder should provide incorporation certificates to authority to authenticate the entity of Firm / Company / LLP / Consortium / Joint Venture Entity.
- The Bidder shall have valid registration on the date of issue of tender in appropriate class of CPWD / MES/ State PWD /APDCL / Railways / State Power Distribution Company Ltd.
- Joint venture consortium of Maximum Two firms / members / companies, as partners shall be allowed for the works.
- 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 : -
 - i) 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%.

- ii) All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

Note:

(a) In case, the bidder /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 JV 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 authority 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 O & M 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 either of the partners of Joint Venture shall fully meet the qualifying criteria. Each JV member shall have required registration certificate, existence of company as per tender requirement. Each member shall satisfy these requirements separately.

(j) The contractors 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 JV partners shall also need to be registered anywhere in India.

(n) The tender documents submitted in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to submit the tender document in the name of JV only, if he wants to apply.

6.0 Compliant Bids / Completeness of Bid

- 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.
- Failure to comply with the requirements of the RFP may render the Bid non-compliant and the Bid may be rejected. Bidders must -
 - (a) include all documentation specified in this RFP, in the Bid
 - (b) follow the format of this RFP while developing the Bid and respond to each element in the order as set out in this RFP
 - (c) comply with all requirements as set out within this RFP .

7.0 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 authority in writing in order that such doubt may be removed or clarifications are provided.

8.0 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 authority.

9.0 Pre-Bid Meeting & Clarification

9.1 Bidders' Queries

- Any clarification regarding the RFP document and any other item related to this project can be submitted to authority as per the submission mode and timelines mentioned in the Bid Data sheet. The Pre-Bid queries should be submitted along with name and details of the organization submitting the queries.
- Authority shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications in post indicated date and time shall not be entertained by Authority.
- Bidders must submit their queries as per the format mentioned in - Annexure I

9.2 Responses To Pre-Bid Queries And Issue Of Corrigendum / Addendum

- Authority will organize a Pre-Bid meeting and will respond to any request for clarification or modification of the bidding documents. Authority 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.
- Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority 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 authority 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 authority.
- Any corrigendum/ addendum issued by authority, 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.

10.0 RFP Document Fee

- RFP will be issued from the office of the Director, Municipal Administration, Assam. Ganeshgur, Guwahati – 6.
- Tender Fee of Rs 1000/- (Rupees One Thousand only) shall be paid in form of Demand Draft or Bankers Cheque in favour of Director, Municipal Administration, Assam payable at Guwahati. 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.

11.0 Earnest Money Deposit (EMD) and Security Deposit (SD)

- EMD of Rs. 25,000.00 (Rupees Twenty Five Thousand only) shall be paid in form of Demand Draft or Bankers Cheque in favour of Director, Municipal Administration, Assam payable at Guwahati. No exemption for submitting the EMD will be given to any Bidder.
- The EMD of all unsuccessful Bidders would be returned without interest by authority on finalization of the Bid within 30 days of empanelment of successful bidders by the Authority.
- The EMD amount mentioned above of successful Bidder would be returned upon submission of Performance Bank Guarantee (@ 2% of Contract value) by the them to the authority of ULB / ULBs who would issue formal work orders to either of the empanelled contractors.
- In case Bid is submitted without the EMD then authority 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 within specified time period in RFP/Corrigendum/ addendum.

12.0 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 / her Bid.

13.0 Contents of Bid

- The two Bids system shall be followed. Technical and Financial Offers shall be submitted to the office of the Director, Municipal Administration, Assam; Ganeshguri, Guwahati – 6.

No. of Document set	Name of document	Content
1 (One)	RFP Document fee & Bid Security / Earnest Money Deposit (EMD)	RFP Document Fee Bid Security / Earnest Money Deposit (EMD)
1 (One)	Technical Bid	With all supporting documents required for meeting the qualification criteria as per formats given in Bid document Technical Proposal
1 (One)	Financial / Price Bid	To be submitted as per format.

- Note that prices should not be indicated in the Technical Bid but should only be indicated in the Financial / Price Bid.
- 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.
- 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.
- All pages of the Bid shall be initialed and stamped by the person (or persons) who sign the Bid.
- Power of attorney on signing the document in name of person who signs the documents should be submitted to authority.
- Bidder shall submit technical Bid in hard copy which shall be properly bound and all pages shall sequentially numbered.
- Failure to submit the Bid before the submission deadline specified in the Bid Data Sheet would cause a Bid to be rejected.

- Bidder shall submit technical Bid in hard copy which shall be properly bound and all pages shall sequentially numbered

14.0 Technical Proposal :

- As a part of Technical proposal the Bidder should submit following things as mentioned below for Evaluation of his technical proposal :-
 - (a) The Dialux design report for the Luminaire offered & installation drawing of the street light along with pole and full technical specification.
 - (b) LM-79 & LM-80 test Report of the LED Luminaire offered from recognized NABL accredited Lab
 - (c) IP-65 type test report from recognized NABL accredited Lab for the particular LED Luminaire offered
 - (d) Technical Details & Data Sheets of other components offered including LED Luminaire, pole, time switch, ELMCB, Junction Box, cabling and earthing arrangement, Civil Foundation etc. offered for the project
 - (e) A detailed Approach & Methodology write up on Project Execution as well as Operation & Maintenance including their compliance to the Service Benchmarks, maintenance of Service team, spares etc.

- **Technical Requirements**

- (a) The product / structure should be designed for the specific climatic and environmental conditions of the region to ensure full durability and safety throughout its designed life,
- (b) In the design of the structure, the relevant BIS / other standards relating to seismic forces must be followed as Assam falls in the seismic zone-V.
- (c) The structural design should be considered of all other loads including severe most expected wind load and heavy rain fall.
- (d) Protection against any type of mischief should be made.
- (e) Structural Certificate from structural engineer / firm over the proposed design will be necessary before installation of the structure.
- (f) The concerned ULB / ULBs (Issuing Authority) may add / supplement any specification / requirement if it is found necessary in due course.
- (g) As a part of Technical Evaluation the Bidder will be asked to give the detail presentation of his Technical Proposal.

(h) The Bidder should demonstrate capacity and capability to carry out innovations in Planning, Designing, Supply and Installation of modern Street Lights including Bracket and 15 Watt furniture. For this a list of products / appliances designed, innovated, installed and maintained must invariably be furnished with full technical specification.

(i) The Bidder will have to give a presentation about his organizational structure, past experiences in relevant field (street furniture), technical specification of his proposal (street light poles, brackets, Luminaire and LEDs) and a conceptual report on how it visualizes the introduction of its product.

(j) The merit shall be decided on the basis of capacity and capability of the bidder to carry out innovations in designing of modern street lighting poles or in similar field / product / appliances.

(k) The Bidder shall be evaluated on the basis of design of Streetlight and other technical criteria's as per qualification requirement.

(l) Bids of the Bidders, not complying with above mentioned requirement in Technical Proposal will liable to be rejected.

16.0 Bid Formats

- Pre-Qualification Bid Format

SI.No.	Heading	Details
1	Pre-qualification checklist	As per format provided in this document
2	Pre-qualification Bid Covering letter	As per format provided in this document
3	About Bidder	As per format provided in this document.
4	Legal	1. Copy of Certification of Incorporation / Registration Certificate 2. PAN card 3. Tax Registration Certificates
5	Annual turnover and net worth	Details of annual turnover and net worth with documentary evidence.
6	Self-certificate for non- blacklisting clause	As per format provided in this document.
7	Power of attorney	As per format provided in this document
8	Project experience	As per Qualification criteria prescribed
9	No deviation certificate	As per format provided in this document
10	Total responsibility certificate	As per format provided in this document
11	Anti-collusion certificate	As per format provided in this document

17.0 Financial / Price Bid Format

Bidder shall submit the Price Bid in a separate envelop marking “FINANCIAL BID” along with Bid document.

18.0 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 Bidder. For purposes of interpretation of the documents, the English translation shall govern.

19.0 Authentication of Bids

- An authorized representative (or representatives) of the Bidder shall initial all pages of the pre-qualification, Technical and Financial 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.

20.0 Amendment of Request for Proposal

- At any time prior to the due date for submission of Bid, Authority 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 intimated, through corrigendum / addendum published in Official Website / Office Notice Board 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 publication from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, authority shall not be responsible.
- In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their Bids, authority, at its discretion, may extend the deadline for submission of Bids. Such extensions shall be published by the authority.

21.0 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 (O & M upto 7 years).
- 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 Goods and Service Tax (GST), labor & construction cess, income tax, duties, etc., including such other taxes, duties, tolls, octroi, freshly levied taxes under any rules and no claim whatsoever in this context shall be entertained.

22.0 Deviations and Exclusions

Bid 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.

23.0 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.

24.0 Right to Terminate the Process

Authority may terminate the RFP process at any time and without assigning any reason. Authority 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 authority.

25.0 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.

26.0 Acceptance / Rejection of Bids

- Authority reserves the right to reject in full or part, any or all Bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of authority shall be final and binding.
- 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, authority 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 authority, the Bid is liable to be disqualified.

27.0 Confidentiality

All the material / information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Bidder(s) and consortium members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as given in Bid document.

28.0 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) Price Bid is enclosed with the same document of 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.

29.0 Fraud and Corrupt Practices

- 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, authority 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, authority 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 authority for, inter alia, time, cost and effort of authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- Without prejudice to the rights of authority under clause above and the rights and remedies which authority may have under the LOI or the Agreement, if a Bidder is found by authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice 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 Authority during a period of 3 years from the date such Bidder is found by authority to have directly or through an agent, engaged or indulged in any prohibited practices.
- For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them : -
 - a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the 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 authority 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the project or the award or the agreement, who at any time has been or is a legal, financial or technical consultant/adviser of authority in relation to any matter concerning the project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;

c) "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;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

30.0 Conflict of Interests

- 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, authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to authority hereunder or otherwise.
- Authority requires that the Bidder provides solutions which at all times hold authority'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 authority.

31.0 Right to vary quantity and Change of scope of work

- Bidder to note that actual executed quantity shall be paid as per terms and conditions of Bid document.
- The ULB Authority has full right to provide work order to any of the empanelled contractors according to their demand. This Directorate is not responsible with the volume of works carried out by any of the successful bidders. The Bidders shall not be entitled for any claim or compensation if they get work order less than that mentioned in the Bid document.
- The authority reserves right to decrease or omit any work from the scope of project. It is in Bidder's obligation to execute the work as instructed by the authority 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 authority and for non SOR items the rates will be paid as per market rate as approved by Authority. No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order.

32.0 Withdrawal, Substitution, and Modification of Bids

- A Bidder may withdraw its Bid or re-submit its Bid (technical and / or Price) as per the instructions / procedure mentioned at advertisement.
- Bids withdrawn shall not be opened and processed further.

33.0 Site for Execution

- Urban Local Bodies of Assam except Guwahati M.C., Silchar M.B., Dibrugarh M.B. & Nagaon M.B.
- The Authority may provide list of name of the ULBs with proposed requirement of Street Lights.

34.0 Selection Process for Bidder

A) Opening of Bids

- The Bids shall be opened by authority 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 authority 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 (1) RFP Document fee & Bid Security / EMD, (2) Technical Bid and (3) Financial / Price Bid.
- The date and time for opening of Technical shall be as per Bid Data Sheet & opening of Price Bid would be communicated to the qualified Bidders.

B) Preliminary Examination of Bids

- Authority 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 authority 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
 - (h) Without bid security/EMD

C) Clarification on Bids

- During the Bid evaluation, Authority 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 Authority as a part of the evaluation process, if so desired by the Authority.

D) Evaluation Process

- Authority shall constitute a tender 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 committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The tender committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their Bids.
- The Tender 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 : -
 - (a) Stage 1: Pre-Qualification
 Authority shall validate the 'Set-1' "RFP Document fee & Bid Security / Earnest Money Deposit (EMD)". Technical and Price Bids for those Bidders who don't pre-qualify will not be opened. 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 PBG is submitted by successful Bidder.
 - (b) Stage 2: Technical Evaluation
 'Set 2' "Technical Bid" will be evaluated only for the Bidders who succeed in Stage 1.
- Evaluation Criteria of technical Bids
 - a) The Committee 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 Committee's discretion.
 - b) The Bidders' technical solutions proposed in the Bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned
 - c) Bidder shall be invited for presentation on overall understanding of proposed project, offered product and solution, Approach & Methodology for execution and O&M during the contract tenure, Project Team Structure, Project Financing including suggested work break down structure on assignment with timeline.

Sl. No.	Evaluation criteria details	Max marks allotted	Supporting documents required
1	<p>Experience :</p> <p>The Bidder should have completed projects related Urban & Rural street lighting / High mast lighting including erection of poles, luminaries, feeder pillars and cabling & earthing during last five financial years with one project costing not less than the amount equal to 80% of tender amount - 15 marks.</p> <p>Or</p> <p>Two projects costing not less than the amount equal to 50% of tender amount – 10 marks.</p> <p>Or</p> <p>Three projects each costing not less than the amount equal to 40% of tender amount – 8 marks.</p>	15	Completion certificate, work order for ongoing contract as per attached format duly certified by the competent authority
2	<p>No. of Lighting poles:</p> <p>The Bidder should have installed and commissioned nos. of lighting poles with luminaries in last five financial years up to 3000 nos. - 8 marks between 3000 to 6000 – 10 marks above 6000 of tender quantity – 15 marks.</p>	15	Completion certificate, work order for ongoing contracts as per attached format duly certified by the competent authority
3	<p>Financial strength:</p> <p>The Bidder should have average annual turnover of minimum INR over the last three financial year Up to 50% of tender amount – 6 marks From 50% to 100% of tender amount – 8 marks Above 100 % of tender amount – 10 marks</p>	10	Audited financial statements for the last three financial years Certificate from the statutory auditor on turnover details over the last three (3) financial years
4	<p>Project team Structure :</p> <p>Site Engineer – (Nos. - 1) Qualification – D.E / B.E (electrical) Experience – experience in management of electrical project/other similar kind of project in public sector at least 8 years Marks allotted – 6 marks</p> <p>Site Supervisors – (Nos. - 2) Qualification – D.E / B.E (electrical) Experience – experience in management of electrical project/other similar kind of project in public sector at least 05 years Site supervisors to be available during construction period as well as operation and maintenance period Marks allotted – 4 marks</p>	10	Documentary evidence of qualification and experience records shall be provided Individual undertaking from each person shall be submitted
5	Submission of Technical Proposal : technical proposal shall include	15	

	<p>Actual design with Dialux design report & drawing of the street light pole with all accessories 3D view of the proposed light pole with all accessories Submission of LM-79 & LM-80 test report from recognized NABL accredited lab for led as well as luminaire Submission of IP-66 report from recognized NABL accredited lab Data sheets of luminaire and the led as specified in the requirement of technical specification Brief note on maintenance procedure during O&M period with respect to the service level benchmark</p>		
6	<p>Presentation on project: Bidder will be asked to give presentation on the following : The Bidder shall brief about his organizational structure; past experiences in the field related to the project and its financial strength. The Bidder shall demonstrate the design and offered product and its relevance to the project. The Bidder shall demonstrate capacity & capability; approach and methodology for execution of the project from planning to commissioning and O&M thereafter, for the required number of street lights as per the RFP.</p>	20	
7	<p>Proof of Concept (PoC) for the proposed Lighting Pole The qualified Bidder shall demonstrate its proposed solution in line with all the above at a place and time as decided by the ULB</p>	15	

Note:

- For Evaluation Criteria the Tender amount may considered as Rs. 5,00,00,000.00.
- It is mandatory for the Bidder to comply with all the criteria for Technical Evaluation. Bidders not complying to this requirement is liable to be rejected.
- Bidders with an Overall Technical score of 60 marks or more in the Technical Evaluation Framework as mentioned above will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

The proposal Tender Committee may undertake oral clarifications with the Bidders.

E) Stage 3 : Financial / Price Bid Evaluation

- (a) All the technically qualified Bidders will be notified to participate in Financial / Price Bid opening process.
- (b) The Financial / Price Bids for the technically qualified Bidders shall then be opened on 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 Tender Committee's discretion.
- (c) Financial / Price Bids that are not as per the format shall be liable for rejection.
- (d) The Bid price shall include all taxes & duties and shall be in Indian Rupees.

F) Total Bid Evaluation

- a. The selection criteria shall be based on **Qualified Lowest Evaluated (L1) Bidder**.
- b. A list of 4 (Four) bidders (L1, L2, L3 & L4) shall be prepared with consent to execute works @ L1 (Lowest Price bid).

35.0 Empanelment of Contractors

- Authority will notify the empanelment of 4 (Four) successful Bidders in writing by e-mail followed by courier to be confirmed by the Bidder in writing by email followed by courier.

36.0 Award and Signing of Contract

- The Authority will send the list of empanelled bidders to 95 nos. of Urban Local Bodies. The ULBs can select any of the empanelled bidders for award of contract for their ULBs. The Contract shall be signed between the Bidder and ULB authority. As an acceptance of the WO / LOA, the Bidder shall sign and return back a duplicate copy of the work Order / LOA to ULB Authority. The Bidder shall return the duplicate copy of the work Order / LOA along with a performance bank guarantee within 15 working days from the date of issuance of WO / LOA.
- The Successful Bidder should intimate the list of team member to the ULB authority to handle the work order. The selected Bidder should ensure that he fully familiarizes with the terms and conditions of the tender, scope of work and the guidelines.

37.0 Performance Bank Guarantee (PBG)

- Within fifteen (15) working days from the date of issuance of LOA/ WO from ULB Authority, the selected Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the ULB Authority. The PBG shall be from a nationalized bank having branch at

the ULB in the format prescribed in tender document payable on demand at ULB, for the due performance and fulfillment of the contract by the Bidder.

- This Performance Bank Guarantee shall be for an amount equivalent to 5% of total contract value (ULB wise) valid up to the end of Maintenance period (7 Years). For estimating total contract value, expected number of pole to be installed during the contract period shall be considered.
- If the qualified Bidder fails to furnish the performance bank guarantee (PBG) within the above said period, the EMD remitted by him will be forfeited to authority and his tender will be held void.
- PBG shall be invoked by ULB Authority, in the event the Bidder fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of ULB Authority.
- If information of documents furnished by Bidder turns out to be misleading or untrue in any material respect, PBG shall be invoked by ULB Authority.
- The PBG furnished by the Bidder in respect of his tender will be returned to Bidder at the end of the contract period subject to satisfaction to the ULB authority.
- In case the project is delayed /extended 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.
- In the case of estimated number of pole installed during the contract period has been upgraded to higher number worked out by ULB authority, in this case the Bidder shall within 10 days thereafter, shall submit additional performance bank guarantee of nationalized bank payable at the ULB to ULB authority.
- In case of bank guarantee of any nationalized bank is furnished by the Bidder to ULB authority, as part of the security deposit and the bank goes into liquidation or, for any reason is unable to make payment against the said performance bank guarantee, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith, on demand, furnish additional security to authority to make good the deficit.
- The liability or obligation of the bank under the bank guarantee shall not be affected or suspended by any dispute between the ULB authority and the Bidder, and the payment under the bank guarantee by the bank to ULB authority shall not wait till disputes are decided. The bank shall pay the amount under the guarantee, without any demur, merely on a demand from ULB authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the Bidder. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the bank guarantee.

- The guarantee will not be discharged due to the change in the constitution of the bank or the Bidder. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the bank within the period stated in the performance bank guarantee including the extended period.
- In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

38.0 Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all Pre-Bid queries in the following format.

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

39.0 Annexure 2 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 entity Incorporation/Registration Certificate		
5	PAN card		
6	GST Registration Certificate (Central and State) VAT registration, CST, ST		
7	Audited financial statements for the last three financial years		
8	Declaration of non-blacklisting		
9	Experience Certificate		
10	No Deviation Certificate		
11	Total Responsibility Certificate		
12	Anti Collusion Certificate		

40.0 Pre-Qualification Bid Covering Letter

To, The Director, Date :
Municipal Administration, Assam

dd / mm / yyyy

Sub : Request for Proposal design, supply, installation, maintenance of light pole and luminaries with all fittings at ULBs of Assam (98 nos.) for 7 years.

Ref : RFP No. dated

Dear Madam,

With reference to your request for proposal for design, supply, installation, maintenance of light pole and luminaries with all fittings at ULBs of Assam for 7 years on Design, Build, Operate Basis”, we hereby submit our qualification Bid, Technical Bid and Financial/Price Bid for the same.

We hereby declare that :

We acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of agency/Bidder for providing services.

We have submitted EMD of INR [] in form of Bank Guarantee and Tender fee of INR [] in form of DD / Banker Cheque No _____ Dt _____

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.

We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification Bid prescribed by authority and that we shall remain bound by a communication of acceptance within that time.

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.

In the event of acceptance of our Bid, we do hereby undertake to complete the work in accordance with tender requirement and as per scope of work mentioned in Tender document

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 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.

iv) We do hereby undertake, that,

a. 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.

b. We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any Bid that it may receive without incurring any liability towards the Bidder.

c. 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:

Company profile

Brief company profile (required for both Bidder / Lead member)

SL. NO.	PARTICULARS	DESCRIPTION OR DETAILS
	Name of Bidder	
	Legal status of Bidder (company, Pvt. Ltd., LLP, firm etc.)	
	Main business of the Bidder	
	Registered office address	
	Incorporation date and number	
	Service Tax number	
	GST Registration Certificate (Central and State) VAT registration, CST, ST	
	PAN details	
	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
	EMD details	

Certificate of Incorporation

Financial Turnover

The financial turnover of the company is provided as follows:

	2014 – 15	2015 – 16	2016 – 17
Annual Turnover			

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

41.0 Annexure 3 : Declaration of Non-Blacklisting

(To be provided on the Company letter head)

In case of Joint venture the above form shall be filled by The JV members separately

Declaration for Lead Bidder:

i. Place

ii. Date

To, The Director,
Municipal Administration, Assam

Subject : Self Declaration of not been blacklisted in response to the Request for Proposal design, supply, installation, maintenance of light pole and luminaries with all fittings.

Ref : RFP No.dated

Dear Madam,

We confirm that our company or firm / entity, _____, 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:

42.0 Annexure 4 : No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry / RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either technical including but not limited to scope of work, business requirements specification, functional requirements specification and technical requirements specification) or financial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

42.0 Annexure 5 : Total Responsibility Certificate

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

(Authorized Signatory)

Signature :

Name :

Designation :

Address :

Seal :

Date :

Business Address :

43.0 Annexure 6 : – Formats for Experience Certificate

Statement - A

Experience of Bidder

Statement showing the similar works completed in the last Five years.

Sl. 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 completed/ Number of Poles installed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Remarks
						Target Date	Completion Date		Original Y M	Extended Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

Note:

- (1) Attested Copies of Work Order and Completion Certificates from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work.
- (2) It is mandatory to furnish details in this format only.
- (3) Sole Bidder / member of JV also shall submit annual maintenance certificate duly signed by competent authority in support of his Maintenance experience meeting the eligibility criteria

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date:

44.0 Statement - B

Statement showing the similar works on hand / work in progress

Sl. 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 Y M		
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11

Note:-

(1) Attested copies of work order from issuing authority have to be attached.

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

In case of Joint venture the above form shall be filled by The JV members separately

Signature:

Name:

Designation:

Address:

Seal:

Date:

45.0 Statement – C

Team Member employed by the firm on date.....

Sl.No.	Name	Photo	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
1			Team Leader			
2			Project Manager			
3			Senior Site Engineer			
4			Electrical Engineer			
5			O&M Supervisor			
6			Service Technicians			

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date

Note:

(1) Attested Copies of Educational & experienced Certificates attached.

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

Enclosure: 1) Photograph
2) Educational Certificates
3) Experience Certificates

46.0 Statement – D

Details of other team member (technical and non technical) to be employed for the project

Sl.No.	Designation	Total number	Name	Qualification.	Professional experience of details of work carried out.	How these would be involved in this work.	Remarks.
1	2	3	4	5	6	7	8

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date

47.0 Annexure 7 : Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid **for design, supply, installation, maintenance of light pole and luminaries with all fittings atarea.....for7.....years on design, build and operate mode inAssam** against the RFP issued by authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant Bid.

(Signature of the Bidder)

Printed Name

Designation

Seal:

Date:

Place:

Office Address with contact details:

48.0 Annexure 8 :

Performance Bank Guarantee

Ref: _____ Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Designation>

<Address>

<Phone Nos>

<Fax Nos.>

<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide construction works for <<name of the assignment>> to name of authority (hereinafter called "the Authority")

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>)

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 _____

Witness _____

Signature _____

Printed Name _____

(Bank's common seal)

49.0 Annexure 9 : Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

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

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

Our firm is a Member or Lead Bidder of the Consortium 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:

To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

50.0 Annexure 10 : Format for financial bid / price bid

SI no.	Particulars	Quantity (No)	Cost	
			INR	INR in Words
1	Installation cost of pole with luminaries & other relevant cost including tax	1		
2	AMC cost including tax for 1st year	1		
3	AMC cost including tax for 2 nd year	1		
4	AMC cost including tax for 3 rd year	1		
5	AMC cost including tax for 4 th year	1		
6	AMC cost including tax for 5 th year	1		
7	AMC cost including tax for 7 th year	1		
8	AMC cost including tax for 8 th year	1		
Total Cost including all taxes		1		

(Signature of the Bidder)

Printed Name

Designation

Seal:

Date:

Place:

Office Address with contact details:

51.0 Annexure 11 – 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 <<Authority>>.

Know all men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Authority >> (hereinafter called "the Authority") 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 Authority, 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:

If the Bidder withdraws or amends, impairs or derogates its Bid during the period Bid validity specified in the RFP

If the Bidder withdraws or amends, impairs or derogates its Bid during the period notification on acceptance of Bid by authority to Bidder.

Withdraws his participation from the Bid during the period of validity of Bid / quote.

If Bidder fails to submit performance bank guarantee to authority

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand to the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or all of the 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:

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

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

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: