



भारतीय राष्ट्रीय उपभोक्ता  
सहकारी संघ मर्यादित

National Co-operative Consumers'  
Federation of India Ltd.



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NCCF:KOL:GM:2021-22/684

Dated : 31/01/2022

## E-TENDER NOTICE

Sub. : E-Tender for SUPPLY, INSTALLATION & COMMISSIONING OF SOLAR STAND ALONE ALL IN ONE LED STREET LIGHTING SYSTEM WITH 7.0M GALVANIZED OCTAGONAL DIRECTORATE OF MUNICIPAL ADMINISTRATION, ASSAM DEPARTMENT OF HOUSING AND URBAN AFFAIRS, ASSAM

NCCF, Kolkata intends to participate in the e-Tender floated by DIRECTORATE OF MUNICIPAL ADMINISTRATION, ASSAM DEPARTMENT OF HOUSING AND URBAN AFFAIRS, ASSAM for SUPPLY, INSTALLATION & COMMISSIONING OF SOLAR STAND ALONE ALL IN ONE LED STREET LIGHTING SYSTEM WITH 7.0M GALVANIZED OCTAGONAL. NIT is enclosed for kind information please.

Interested enlisted, sound and well experienced Supplier(s) of NCCF are requested to contact with NCCF, Kolkata Branch immediately alongwith Credential / Work Completion Certificate of such supply for execution of the work on behalf of NCCF within 08/02/2022 (upto 6.00 pm) enabling us to submit the same within stipulated period.

- Rate is to be quoted for the items INCLUSIVE ALL.
- EMD @ 3% of Tender Amount i.e. Rs. 225.00 lakhs (Rupees Two Hundred & Twenty Five Lakhs only) is to be submitted by way of RTGS/ NEFT in favour of NCCF OF INDIA LTD.
- Selection of Supplier will be made on the basis of Maximum Margin offered for NCCF and lowest rate quoted.
- Other terms and conditions are as per terms of NIT.
- NCCF, Kolkata may accept/ reject the offer without any reason whatsoever.

Encl. : NIT of the E-Tender.

*Shakti Singh*  
शक्ति सिंह / SHAKTI SINGH  
शाखा प्रबंधक / BRANCH MANAGER  
भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित  
NATIONAL CO-OPERATIVE CONSUMER'S  
FEDERATION OF INDIA LIMITED  
२७, मिर्जा, गालिव स्ट्रीट, (चौथी मंजिल), कोल-१६  
27, MIRZA GHALIB STREET, (4th Floor) KOLKATA 16

**NOTICE INVITING TENDER**  
**FOR**  
**DESIGN, SUPPLY, INSTALLATION &**  
**COMMISSIONING OF SOLAR STAND ALONE ALL IN ONE LED**  
**STREET LIGHTING SYSTEM WITH 7.0M GALVANIZED OCTAGONAL**  
**POLE**  
**AT**  
**ULBs OF ASSAM**

অসম চৰকাৰ



सत्यमेव जयते

GOVERNMENT OF ASSAM

**DIRECTORATE OF MUNICIPAL ADMINISTRATION, ASSAM**

**DEPARTMENT OF HOUSING AND URBAN AFFAIRS, ASSAM**

Tender Notice No. DMA(T)08/2020/Pt-I/3

Dated: 12/01/2022

## **Instruction to Bidders**

### **IMPORTANT KEY DATES**

<b>Sl. No.</b>	<b>Activity</b>	<b>Deadline</b>
1	Release of NIT	18/01/2022, 10:00 am
2	Last date of issue of NIT	15/02/2022 up-to 1:00 pm
3	Last Date of submission of Bid (Technical & Financial Bid).	15/02/ 2022 up-to 1:30 pm
4	Date of opening of Technical Bids	15/02/ 2022 at 2:00 pm.
5	Date of opening of Price Bids	To be notified later to the qualified Bidders

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## 1.0 Introduction

About the Urban Local Bodies (ULBs) of Assam

Presently the coverage of street lights within the ULBs is low. The Urban Development Department, Govt. of Assam had improved the coverage by installing LED High Mast Lights in the ULBs but could not achieve the required illumination in all the roads of ULBs. So the UD Department is planning to install SOLAR STAND-ALONE ALL IN ONE LED Street Lighting System with 7.0m Galvanized Octagonal Poles as per national standards as per the approved norms of the Ministry of New & Renewable Energy, Government of India.

This will improve the Illumination of Streets without the need of Power from the APDCL hence no running cost.

For this purpose, Directorate of Municipal Administration, Assam intends to invite Tenders from reputed Contractors / Manufacturers for design, supply, installation & commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole in the ULBs of Assam.

### 1.1 Climatic condition:

Climate data of the site are as follows-

i) Elevation- 123m from MSL.

ii) Temperature-

Min 5°C

Max 38°C

iii) Maximum wind speed – 180 Km/hr

iv) RH

Max 95%

Min 62%

## 2.0 Bid Data Sheet

BID DATA SHEET		
Sl. No.	Item	Description
1.	Scope of Work	Design, Supply, Installation & Commissioning of Solar Stand Alone All In One LED Street Lighting System With 7.0m Galvanized Octagonal Pole (Civil & Electrical works).
2.	Method of Selection	<b>Two Bid System (Technical &amp; Financial)</b>
3.	Availability of NIT Documents	At e-procurement portal <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a> till 15/02/2022 up-to 1:00 pm.
4.	Authority	Director, Municipal Administration, Assam. Dispur, Guwahati.
5.	Officer inviting Bids / Bid Opening Authority	Director, Municipal Administration, Assam. Dispur, Guwahati.

6	Tender Amount for ULBs of Assam (except Guwahati MC)	Approximately, Rs. 75.00 crores (Rupees Seventy Five Crores) only.
7	Period of Completion	90 days from date of handing over the execution site.
8	Date of Issuance of NIT	18/01/2022 10:00 am onwards
9	Bid Document Fee (Non-refundable)	Rs. 15,000/- (Rupees Fifteen Thousand) only in form of Demand Draft in favor of Director, Municipal Administration, Assam payable at Guwahati.
10	Earnest Money Deposit / Bid Security	<b>3% of Tender Amount i.e., Rs. 225.00 lakhs</b> (Rupees Two Hundred & Twenty Five Lakhs) only. By Demand in favour of Director, Municipal Administration, Assam payable at Guwahati / Bank Guarantee of any schedule commercial bank, having branch at Guwahati (as per format attached in Bid Document).
11	Last Date of submission of Bid	15/02/2022 up to 1.30 pm
12	Date of opening of Technical Bids	15/02/2022 at 2:00 pm.
13	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
14	Currency	Currency in which the Bidders may quote the price and will receive payment in INR only.
15	Name and Address for Correspondence	Office of The Director, Municipal Administration, Assam, Dispur; Ganeshguri. Guwahati-781006
16	Joint Venture	Allowed. Maximum Two Partners in Joint Venture.

### 3.0 Scope of Work

- 3.1 Supply 7.0m galvanized octagonal pole and Solar Stand Alone All in One Street Light Luminaries of capacity as specified in this bid document at the ULBs of Assam
- 3.2 Design & Execution of Civil Foundation for 7.0m galvanized octagonal pole at the sites selected by the ULB Authorities.
- 3.3 Installation and Erection and Commissioning of SOLAR STAND-ALONE all in one LED Street Light Luminaries at the sites selected by the ULB Authorities.
- 3.4 Installation, testing & commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole Lighting Systems.
- 3.5 The SOLAR STAND-ALONE all in one LED street lighting system will be installed in the ULBs of Assam and a designated technical team of the contractor(s) shall have to monitor the system during the entire warranty period through an App designed for Municipal services etc. developed by the State NIC/Department. The performance of each light must be ensured by the contractor(s) during warranty period.
- 3.6 The SOLAR STAND-ALONE all in one LED street lighting system shall have to be under warranty of 3 years including Annual Maintenance Cost.

## **4.0 Instruction to Bidders**

4.1 All information supplied by Bidders as part of their Bids in response to this NIT, may be treated as contractually binding on the Bidders, on successful award of the assignment by the authority on the basis of this NIT.

4.2 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 without assigning any reason thereof.

4.3 Bids are only to be submitted online in the Assam Government e-procurement portal <http://assamtenders.gov.in> on or before the time and date specified in the schedule of the tender notice. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum. Bidders are also to submit the sealed copy of technical bids (not the Price bids) to the office of the Director, Municipal Administration, Assam on or before the time and date specified in the schedule of the tender notice.

4.4 Any revisions, clarifications, corrigendum, addendum, time extensions, etc. to this tender will be intimated through e-procurement portal/office notice board.

4.5 All the qualification information shall be submitted through prescribed form and statements given in the Annexure of bid document, along with all supporting documents meeting the qualification criteria.

4.6 If the Bid is submitted by Joint Venture, The Lead Partner of Joint Venture entity will be responsible to execute the contract and work order will be issued in name of Leading Firm of Joint Venture / Joint Venture entity. A certified copy of the Joint Venture Agreement in prescribed form as specified in NIT document shall be submitted along with the bid.

4.7 If the Bid is submitted by a Joint Venture, the bid documents submitted to authority shall be in name of leading firm/ joint venture entity.

4.8 All registered companies under the company act 1956/2013, Limited Liabilities Partnership Firm under the LLP Act 2008 and Proprietorship Firms are allowed to participate in this Bid.



## 5.0 Eligibility of Bidders

5.1. The Bidder should be either sole Bidder or Joint Venture. The Sole Bidder or the lead Bidder in case of Joint Venture should be either registered Class 1-A contractor of Assam State PWD/ Assam State Power Distribution Company Ltd.

5.2. The Sole Bidder / All Partners in case of Joint Venture should have valid GST registration certificates.

5.3 The Sole Bidder / Lead Bidder in case of Joint Venture should have experience in installation and commissioning of Street Lights/ LED Streetlights/ LED High-mast Lights/ Solar Street lights in single work of at least **50%** of the tender value in last 3 (Three) financial years.

5.4 The Bidder / Lead Bidder in case of JV should have registered office in Assam with existence of last **3 (Three)** years (Trade license of concerned Local Bodies should be furnished as documentary evidence).

5.5 The Sole Bidder or the Lead Bidder in case of JV should have Minimum Annual Average Turnover of INR 22.50 (Twenty Two Crore and Fifty Lakhs) in last 3 (Three) financial years.

5.6 The Bidder should not been black-listed by any State/Central Government Department or Central/State PSUs as on Bid submission date.

5.7 The Bidder should provide copy of registration/incorporation certificates to authority to authenticate the entity of Firm/Company/LLP/Joint Venture Entity.

5.8 Joint Venture consortium of maximum two firms/members/companies, as partners shall be allowed for the works.

5.9 Both the Partners 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:-

5.9.1 A Joint Venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 51% and share of other member, individually shall not be less than 15%.

### **Note:**

a) In case, the sole bidder/JV partner has achieved physical & financial performance for the criteria mentioned above during last 3 (Three) Financial Years, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contract or included in their Joint Venture Agreement in original contract

work shall only be considered for evaluation purpose. Whereas in case of achieving physical & financial performance with same partner entire work of contract shall be considered.

b) The individual members who join in JV shall have to give an undertaking that they will maintain the JV till the completion of the work, if the work is awarded to the JV, the same JV 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, the authorized signatory of the Joint Venture will have to sign the Contract with the authority and both the partners 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.

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).

h) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Role, 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, all the bidders individually shall have to qualify the Minimum Qualifying Criteria.
- 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, authorized signatory of the Joint Venture 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 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**

6.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications.

6.2 Failure to comply with the requirements of the NIT may render the Bid non-compliant and the Bid may be rejected. Bidders must -

6.2.1 include all documentation specified in this NIT, in the Bid

6.2.2 follow the format of this NIT while developing the Bid and respond to each element in the order as set out in this NIT

6.2.3 Comply with all requirements as set out within this NIT.

6.2.4 Bidder or Authorized person must sign each page of NIT document with seal.

## **7.0 Bidder to Inform**

7.1 The Bidder shall be deemed to have carefully examined the Requirements, Scope, Specifications, and Schedules of this NIT. Bidders or their authorized signatories shall have to sign on each page of NIT document.

## **8.0 Bid Preparation costs**

8.1 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 Bid Clarification**

9.1 Bid Clarification will be received online through e-mail ([municipality1956@yahoo.in](mailto:municipality1956@yahoo.in)) or may be placed before the Pre-Bid meeting. No clarification shall be entertained after the Pre-Bid Meeting date. Any modifications of the NIT Documents, which may become necessary, shall be made by authority exclusively through a corrigendum / addendum and the same will be published in the Portal. Any such corrigendum / addendum shall be deemed to be incorporated into this NIT. However, in case of any such amendment, the Bid submission date may be extended at the discretion of authority.

## **10.0 Bid Document Fee**

10.1 NIT can be downloaded from the Assam Govt. e-procurement portal <http://assamtenders.gov.in>.

10.2 Tender document Fee of Rs 15,000/- (Rupees Fifteen Thousand) only shall be paid in form of Demand Draft of any Nationalized/PSU /Scheduled Commercial Banks in favour of Director, Municipal Administration, Assam payable at Guwahati. The tender fee shall be non-refundable. Without the payment of Bid document fee the Bids will be taken as incomplete and non-responsive and shall not be considered for further evaluation.

## **11.0 Earnest Money Deposit (EMD)**

11.1 EMD of Rs. 225.00 Lakhs only which is 3% of Tender Amount shall be paid in the form of Demand Draft/Bank Guarantee of any Scheduled Commercial Banks in favour of Director, Municipal Administration, Assam having branches in Guwahati. No exemption for submitting the EMD will be given to any Bidder.

11.2 The EMD of all unsuccessful Bidders would be returned without interest by authority on finalization of the Bid within 30 days from the date of issuance of work orders to the successful bidders by the Authority.

11.3 The EMD amount mentioned above of successful Bidders would be returned upon submission of Performance Bank Guarantee (@ 5% of Contract value) by them.

11.4 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.

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

- (a) If a Bidder withdraws his 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 NIT within specified time period in NIT/Corrigendum/addendum.

## **12.0 Bid Validity Period**

12.1 Bid shall remain valid for a period of 180 days.

12.1 On completion of the validity period, unless the Bidder withdraws his/her 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**

13.1 The Two Bid system shall be followed. Bids are to be submitted online in the e-procurement portal <http://assamtenders.gov.in>. The hard Copy of Technical Bids duly spiral binded are also to be submitted to the office of the Director, Municipal Administration, Assam; Ganeshguri, Guwahati – 6 within the time & date mentioned in the Bid data sheet.

No. of Document set	Name of document	Content
1 (One)	Technical Bid with Bid Document fee & Earnest Money Deposit (EMD)	Bid Document Fee, Earnest Money Deposit (EMD) with all supporting documents required for meeting the qualification criteria as per formats given in Bid document Technical Proposal. To be submitted online in the portal <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a> & hard copy duly spiral bind to office of the Director, DMA., Assam.
1 (One)	Financial / Price Bid which include BOQ to be submitted online. No duplication form shall be considered.	To be submitted only online.

13.2 **Note that prices should not be indicated in the Technical Bid but should only be indicated in the Financial/Price Bid.**

13.3 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.

13.4 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 initiated by the person (or persons) who sign(s) the Bids.

13.5 All pages of the Bid shall be initiated and stamped by the authorized person (or persons) who sign the Bid.

13.6 Power of attorney on signing the document in name of person who signs the documents should be submitted to authority.

13.7 Bidder shall submit technical Bid in hard copy which shall be properly spiral bind and all pages shall sequentially numbered with content page.

13.8 Failure to submit the Bid before the submission deadline specified in the Bid Data Sheet would cause a Bid to be rejected.

## **14.0 Technical Proposal :**

14.1 As a part of Technical proposal the Bidder should submit following things as mentioned below for Evaluation of his technical proposal :-

- (a) The design report for the Luminaire offered & installation drawing of the 7.0m galvanized octagonal pole Lighting system along with pole and full technical specification considering following technical details :
  - i) Road width : 22 – 26 ft.
  - ii) Single side of Road
  - iii) Average Lux : 10 Lux.
- (b) BIS Certificates of LED Battery Cell.
- (c) State PWD approved certificates of 7.0m galvanized octagonal pole.
- (d) LM-79 & LM-80 test Report of the LED Luminaire offered from recognized NABL accredited Lab
- (e) IP 65 type test report from recognized NABL accredited Lab for the particular LED Luminaries offered
- (f) A detailed Approach & Methodology write up on Project Execution as well as maintenance of Service team (List of service technicians in Assam is to be enclosed) spares etc.

## **15.0 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 rainfall.
- (d) Protection against any type of mischief should be made.
- (e) The Bidder should demonstrate capacity and capability to carry out in Planning, Designing, Supply and Installation of SOLAR STAND-ALONE all in one LED street light with 7.0m galvanized octagonal pole Lighting system.
- (f) The Bidder will have to give a presentation about his organizational structure, past experiences in relevant field, technical specification of his proposal and a conceptual report on how it visualizes the introduction of its product.

- (g) The merit shall be decided on the basis of capacity and capability of the bidder to carry out in designing successful execution in similar field / product /appliances.
- (h) The Bidder shall be evaluated on the basis of technical criteria as per qualification requirement.
- (j) Bids of the Bidders, not complying with above mentioned requirement in Technical Proposal will liable to be rejected.
- (k) Warranty services for different components. (Responsibility for warranty services for different components up to 3 years maintenance period shall be with the contractor).

## 15A Warranty and Maintenance cover:

### Warranty –

The scope shall include warranty for onsite replacement of material, component, fixture finish or the whole item as listed below from the respective manufacturers through undertakings (should be written in unambiguous terms) for periods mentioned against each item. Finish warranty shall include warranty against corrosion, failure or substantial deterioration such as blistering, cracking, peeling, chalking or fading. On site replacement shall include transportation, removal and installation of the new product. The scope shall also include periodic cleaning of Solar Panels.

Item	No of years of warranty	Remark
PV Module	3 Years	Against any performance issue.
Battery	3 years	Warranty shall include substantial deterioration such as leaking, bulking, corrosion, inability to be charged or withhold a charge, impacted system autonomy and reduced DC output with no cost to the department
Charge Controller	3 years	Against any performance issue.
Pole	3 years	Warranty includes substantial deterioration such as blistering, cracking, peeling, chalking or fading. However mechanical damage due to external impact is excluded from the scope
Light fitting including driver	3 years	



## 16.0 Bid Formats

### Pre-Qualification Bid Format

Sl. 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 4. JV Agreement
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

Financial / Price Bid which include BOQ to be submitted online in the e-procurement portal <http://assamtenders.gov.in> . No duplication form shall be considered.

### 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 are to be provided (duly attested) by the Bidder. For purposes of interpretation of the documents, the English translation shall govern. Supporting documents of other languages if not translated in English language shall not be considered.

### 19.0 Authentication of Bids

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

19.2 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 Bid Document**

20.1 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 Bid document by amendments. Such amendments shall be intimated, through corrigendum / addendum published in the e-procurement <http://assamtenders.gov.in> and shall form an integral part of Bid document. The relevant clauses of the Bid document shall be treated as amended accordingly.

20.2 It shall be the responsibility of the prospective Bidder(s) to check the portal from time to time for any amendment in the Bid document. In case of failure to get the amendments if any, authority shall not be responsible.

20.3 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 in the e-procurement portal <http://assamtenders.gov.in>.

## **21.0 Bid Price**

21.1 Bidders shall quote prices including all taxes 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.

21.2 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.

21.3 In no case, any cost escalation will be allowed for any reasons whatsoever – may be added.

## **22.0 Deviations and Exclusions**

Bid shall be submitted strictly in accordance with the requirements and other conditions of the Bid document. 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 Bidding Process**

Authority may terminate the Bidding process whole or part 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 Bid does not constitute an offer by authority.

## **25.0 Non-Conforming bids**

A Bid may be considered as a non-conforming Bids and ineligible for consideration due to following reasons :

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

## **26.0 Acceptance / Rejection of Bids**

- a. 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.
- b. Bid should be free of overwriting. All erasures, correction or addition must be clearly written both in words and figures and attested.
- c. 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.

## **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.

## **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 Bid document:

- (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 Bid document.
- (c) Bid is received in in complete 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) Hard copy of Price Bid is submitted.
- (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**

29.1 The Bidders and their employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Not with standing anything to the contrary contained in this Bid document, 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 right sore 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 Bid document, including consideration and evaluation of such Bidder's Bid.

29.2 For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them : -

29.2.1 "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 mis-representation 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**

30.1 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 here under or otherwise.

30.2 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**

31.1 Bidder to note that actual executed quantity shall be paid as per terms and conditions of Bid document.

31.2 The ULB Authority has full right to monitor the works. The Bidders shall not be entitled for any claim or compensation if they get work order less than that mentioned in the Bid document.

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

### **33.0 Site for Execution**

Urban Local Bodies of Assam (Excluding Guwahati M.C.)

### **34.0 Selection Process for Bidder**

#### **34.1 Opening of Bids**

- a) The Bids shall be opened by authority at the date & time of opening.
- b) There will be two Bid-opening events (1) Technical Bid and (2) Financial / Price Bid.
- c) The date and time of opening of Technical shall be as per Bid Data Sheet & opening of Price Bid would be communicated to the qualified Bidders.

#### **34.1 Preliminary Examination of Bids**

- i) 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 Bid document, shall be rejected by authority and shall not be included for further consideration.
- ii) The Bids will be treated as non-responsive, if Bids are:
  - (a) Not submitted in format as specified in the Bid 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 Bid document
  - (g) With lesser validity period
  - (h) Without Bid document fee/EMD

#### **34.3 Clarification on Bids**

- i) 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.
- ii) 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.

### **34.4 Evaluation Process**

34.4.1 Authority shall constitute a tender evaluation committee to evaluate the responses of the Bidders. The tender evaluation committee shall evaluate the responses to the Bid document and all supporting documents / documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their Bids.

34.4.2 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 committee may ask for meetings or presentation with the Bidders to seek clarifications or conformation on their Bids.

34.4.3 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 Bid document.

34.4.4 The steps for evaluation are as follows :-

(a) Stage 1: Pre-Qualification

Authority shall validate the “Bid Document fee / Earnest Money Deposit (EMD)”. Evaluation of Technical Bids for those Bidders who don’t pre-qualify will not be done. Price Bid will not be opened for those Bidders, who don’t qualify in the technical evaluation. Bid Security amount shall be returned to the unsuccessful bidders only after selection of Contractor(s) is completed.

(b) Stage 2: Technical Evaluation

“Technical Bid” will be evaluated only for the Bidders who succeed in Stage 1.

34.4.5 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 decision.

b) The Bidders' technical solutions proposed in the Bid document shall be evaluated as per the requirements specified in the Bid document and technical evaluation framework as mentioned.

c) Bidders shall be invited for presentation on overall understanding of proposed project, offered product and solution, Approach & Methodology for execution and Project Team Structure, Project Financing including suggested work breakdown 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 to Urban &amp; Rural street lighting / High Mast/ Solar Lighting with Erection of poles/masts with luminaries, during last 3 financial years with one project costing not less than the amount equal to 80% of tender amount = 15 marks.</p> <p>Or</p> <p>One projects costing not less than the amount equal to 60% of tender amount = 10 marks.</p> <p>Or</p> <p>One projects costing not less than the amount equal to 30% of tender amount =5marks.</p>	15	Completion certificate, work order for on-going contract as per attached format duly certified by the competent authority
2	<p>No. of LED Street/High-mast/Solar Light :</p> <p>The Bidder should have installed and commissioned, nos. of LED Street Lights/High-mast Lights/Solar Lights in last (5) five financial years-</p> <p>A) For High Mast Lights-</p> <p>i) 100 to 250 nos. = 8 marks.</p> <p>ii) 251 to 500 nos. = 10 marks.</p> <p>iii) Above 500 = 15 marks.</p> <p>B) For LED Street Lights –</p> <p>i) 2500 to 5000 nos. = 8 marks.</p> <p>ii) 5001 to 10000 nos. = 10 marks.</p> <p>iii) Above 10000 nos. = 15 marks.</p> <p>C) For Solar Street Lights-</p> <p>i) 1000 to 2000 nos. = 8 marks.</p> <p>ii) 2001 to 5000 nos. = 10 marks.</p> <p>iii) Above 5000 nos. = 15 marks.</p> <p>Note: Authority will consider either of the above.</p>	15	Completion certificate, work order for on-going contracts as per attached format duly certified by the competent authority
3	<p>Financial strength:</p> <p>The Bidder should have average annual average turnover during the last three financial years (Year wise)</p> <p>Up to 50% of tender amount – 8 marks</p> <p>More than 50% up-to 100% of tender amount – 10 marks</p> <p>Above 100 % of tender amount – 15 marks</p>	15	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><b>Project team Structure :</b></p> <p>i) Project Manager – Minimum - 1 Nos. Qualification – MBA/B.E.(Electrical) Experience – experience in management of electrical project/other similar kind of project in public sector at least 5 years Marks allotted – <b>4 marks</b></p> <p>ii) Sr. Site Engineer – 2 Nos. Qualification– B.E./D.E(Electrical) Experience – experience in management of electrical project/other similar kind of project in public sector at least 3 years. Marks allotted – <b>4 marks</b></p> <p>iii) Electrical Engineers – 2 Nos. Qualification–B.E./D.E(Electrical) Experience – experience in management of electrical project/other similar kind of project in public sector at least 2 years. - Marks allotted - <b>2 marks</b></p>	10	<p>Documentary evidence of qualification and experience records shall be provided Individual undertaking from each person shall be submitted</p>
5	<p><b>Submission of Technical Proposal :</b> technical proposal shall include</p> <p>i) Actual design with Dialux design report &amp; drawing of the street light pole with all accessories</p> <p>ii) 3D view of the proposed SOLAR STAND-ALONE all in one LED street Lighting system with all accessories</p> <p>iii) Submission of LM-79 &amp; LM-80 test report from recognized NABL accredited lab for LED as well as Luminary</p> <p>iv) Submission of IP-65 report from recognized NABL accredited lab</p> <p>v) Data sheets of Luminaries and the led as specified in the requirement of technical specification</p> <p>vi) Brief note on maintenance procedure during Warranty period.</p>	15	
6	<p><b>Presentation on project:</b> 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.</p>	15	

	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 & Warranty thereafter, for the required number of Solar street light as per the Bid document.		
7	Proof of Concept (PoC) for the proposed Luminaries. The technically qualified Bidder shall demonstrate its proposed solution in line with all the above at a place and time as decided by the Authority.	15	

**Note:**

34.4.6 For Evaluation Criteria the Tender amount may considered as **Rs. 75,00,00,000.00.**

34.4.7 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.

34.4.8 Bidders with a minimum Overall Technical score of **70 marks or more** in the Technical Evaluation Frame work as mentioned above will qualify for financial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

The Tender Evaluation Committee may undertake oral clarifications with the Bidders on the proposals.

**34.5 Stage 3 : Opening of Financial / Price Bid**

34.5.1 All the technically qualified Bidders will be notified to participate in Financial/Price Bid opening process.

34.5.2 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.

34.5.3 The Bid price shall include all taxes & duties and shall be in Indian Rupees.

34.5.4 The Price Bids will be opened only after received of Administrative Approval from the Govt. of Assam.

**34.6 Financial / Price Bid Evaluation**

34.6.1 Evaluation of Financial Bids:

A. Evaluation of Financial Proposal - To Assign Financial Score -

- i) The Financial Proposals shall be opened online on the date, time and at place as indicated to the Bidders.
- ii) The name of the Bidder, the Technical Score (TS), and the proposed financial fees quoted by the respective Bidder shall be notified and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the financial NIT opening.
- iii) The Evaluation Committee will determine whether the Financial Proposals are complete and correct; or if there are any computational errors, these will be corrected if possible.
- iv) The Financial Proposal to be considered for evaluation shall include all taxes, duties, fees, levies and other charges under applicable law. This shall also apply to foreign and non-permanent resident bidders.
- v) Transfer of work order shall not be allowed.

### **35.0 Selection of Contractors**

**35.1** The Director, Municipal Administration, Assam will notify the technically qualified Bidders. The Authority reserve the right to offer either to one bidder or distribute the works to a maximum of 3 (Three) bidders to execute the works in different ULBs of Assam at L-1 rate. The Bidders are to confirm their willingness to execute the works in writing or e-mailing to the Authority within 7 (Seven) days after issuing the L.O.I.

### **36.0 Award and Signing of Contract**

**36.1** The Directorate of Municipal Administration, Assam will send the name of selected bidder(s) (Zone-wise) to the Urban Local Bodies of Assam. The ULB Authorities will be instructed to provide necessary support in selection of site, sites for labour & materials etc. to the bidder(s) for their ULBs. As an acceptance of the Provisional Work Order, the Bidder shall sign and return back a duplicate copy of the Provisional work Order to DMA. The Bidder shall return the duplicate copy of the Provisional work Order along with a performance bank guarantee within 7 working days from the date of issuance of Provisional WO. The Contract shall be signed between the Bidder(s) and the Director, Municipal Administration, Assam after receipt of Performance Bank Guarantee. The final Work Order will be issued to the Bidder(s) after signing the contract agreement and receipt of performance bank guarantee.

**36.2** The Successful Bidder(s) should intimate the list of team member to the ULB authority to execute the works. The selected Bidder(s) 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)**

**37.1** Within Seven (7) working days from the date of issuance of Provisional WO from DMA, the selected Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Director, Municipal Administration, Assam. The PBG shall be in the form of Bank Guarantee from any Scheduled Commercial bank having branch at Guwahati in the format prescribed in tender document for the due performance and fulfilment of the contract by the Bidder.

**37.2** This Performance Guarantee shall be for an amount equivalent to 5% of total contract value, valid up to the end of Warranty period (3 Years). For estimating total contract value.

**37.3** 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.

**37.4** PBG shall be invoked by the Authority, in the event the Bidder fails to perform the responsibilities and obligations as set out in the Bid document to the complete satisfaction of the Authority.

**37.5** If information of documents furnished by Bidder turns out to be misleading or untrue in any material respect, PBG shall be invoked by the Authority.

**37.6** 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 Authority.

**37.7** In case the project is delayed/extended beyond the period of completion as mentioned in tender document, the performance guarantee shall be accordingly extended by the Bidder till completion of scope of work.

**37.8** In case of bank guarantee of any scheduled commercial bank is furnished by the Bidder to the 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 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.

37.9 The liability or obligation of the bank under the bank guarantee shall not be affected or suspended by any dispute between the Authority and the Bidder, and the payment under the bank guarantee by the bank to the 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 the 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.

37.10 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 acclaim in writing is lodged with the bank within the period stated in the performance bank guarantee including the extended period.

37.11 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 Inspection**

**38.1** The inspection may be carried out by the ULB Authority at any stage of execution. The successful BIDDER shall grant free access to the ULB Authority at a reasonable notice when the work is in progress. Inspection and acceptance of any equipment under this specification by the ULB Authority shall not relieve the BIDDER of his obligation of furnishing equipment in accordance with the specification and shall not prevent subsequent rejection if the equipment is found to be defective.

**38.2** The BIDDER shall keep the ULB Authority informed in advance regarding the time of starting and progress of manufacture of all the equipment in its various stages so that arrangements could be made for stage inspection, if desired by ULB Authority.

**38.3** For Solar LED Lights, a joint inspection by ULB Authority and team of BIDDER shall be carried out before certification and commencing for operation.

**38.4** The completion certificate shall include minimum the following:

- (a) Photographs of Solar LED Lighting during erection and after commissioning.
- (b) Test Certificate of LED Luminary.

### **39.0 System Documents, User Documents**

The Contractor will provide all project related documents to concerned ULBs with a copy to DMA. This documentation should be submitted as the Project undergoes at various stages of implementation.

Indicative list of documents include:

- a) Project Commencement Documentation: Project Plan in giving out microlevel activities with milestones & deadlines.
- b) Design details
- c) Location drawings for poles
- d) Equipment Manuals.
- e) User Manuals,
- f) Warranty Cards

### **40.0 Term of Payment:**

**40.1 Advance:** No advance payment shall be made to Contractor(s).

**40.2 Running Bills :** The successful Bidder(s) may claim running bill against number of completed installations subject to availability of fund received from the Govt. Authority will deduct another 5% of billing amount as security deposit apart from PBG from each running bill.

**40.3** PBG and Security deposit will be released after the expiry of warranty period.

### **41.0 Additional Terms & Conditions:**

41.1 Completion Period shall be defined as below-

41.0.1 Supply, Foundation Works, Erection & Commissioning: Within 90 (Ninety) days from the date of handing over of site.

41.0.2 Defects Liability Period: 3 (Three) years from the date of commissioning.

41.2. Water: Water shall be arranged by contractor at his own cost. Water will not be provided either by ULB Authority or DMA.

41.3 Power: The contractor has to arrange for power (for erection job) on his own, at no extra cost to DMA or ULB Authority.

41.4 Cement: Cement required for construction if any, under the scope of the vendor shall be arranged by the contractor at his own cost.

For all computation purposes, the theoretical cement consumption & Rate shall be considered as per prevailing APWD Schedule of rates.

41.5 Labour: The contractor to make Labour camp with Toilet facility at suitable place as per direction of ULB Authority at no extra cost.

41.6 Extension of Time: Extension of time, if required on any account will have to be brought to the notice of DMA at least 1 (one) month in advance from the date of scheduled job completion with proper details & justification.

41.7 Report of Accident: In case of any accidents, the contractor shall report the incident as required by Labour Rules to the concerned authorities, The Contractor will be fully responsible for the same including any expenses for medical treatment or compensation or any other charges required to be borne.

## **42.0 Jurisdiction:**

The Work Order, including all matters connected with this bidding process shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of State of Assam at the place from where the Purchase Order has been placed.

Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the Land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

The Client and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Client and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Director, Municipal Administration, Assam. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Guwahati.



### **43.0 Warranty / Performance:**

**43.1** The manufacturer warrants that everything supplied here under is unused and shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the type ordered and in full conformity with the specifications, drawing or samples, if any, and operable, operate properly. This warranty shall survive inspection of , the payment for, and acceptance of the goods but expire after 3 (Three) years from the date of commissioning. Successful bidder is required to provide Performance Bank Guarantee (PBG 5% of total contract value) towards warrantee period.

**43.2** The successful Bidder(s) shall also guarantee operating conditions as per the order/specification. Bidder shall undertake to carry out all corrections required to ensure performance of the machine, in case of non-achievement of the operating conditions.

**43.3** The successful Bidder(s) further undertake store place any material(s) if found not to confirm to the warrantee aforesaid at any time during warranty period applicable thereto. ULB Authority concern (with intimation to DMA) shall give notice of the defect to the bidder and of the rejection of the defective material(s).

**43.4** If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the material(s) of which DMA shall be the sole judge), instead of out right rejection of the material(s) DMA may at its discretion permit the vendor to rectify the defect(s) within a period to be specified by DMA in this behalf in the notice. Should the vendor fail to take action satisfactory to DMA to rectify the defect(s) within the period specified, DMA may at its option, at the risk and cost of the vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other sources or agency, or to reject the defective material(s).

**43.5** The successful Bidder(s) shall repair, rectify, and /or replace as the case may be, the defective and rejected material(s) without entitlement to any extra payment. The vendor shall at its own risk and cost remove any rejected material(s) from the site and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the site subject to prior written approval of DMA as the case may be.

43.6 The successful Bidder(s) shall not without the prior written consent of DMA utilize any rejected material(s) in their supply.

43.7 The time taken for the repair, rectification or replacement of material(s) will not be added to the stipulated delivery date for the purpose of calculating price discount/ LD clause etc. and delivery of such material(s) shall be date of delivery of the repaired, rectified or replaced material(s).

#### **44.0 Detail Technical Specification**

44.1 Scope: The scope of this specification covers the manufacture, transport, installation, testing and Commissioning of the complete Solar Street lighting system, including the Civil Foundation Works and other allied works as per BOQ.

##### 44.2 Pre-Qualification

The bidder should be having their own project cell with adequate qualified and experienced Engineers to carry out the job and must have experience of handling similar turnkey jobs in past and the proof of the same is to be furnished for issue of tender documents. The bidder has to specify the name of manufacturer of Octagonal Poles and has to submit certificate that poles have been manufactured by CNC Controlled plasma sheet cutting and bending machine and fully Automated Submerged arc welding machine for longitudinal welding of shaft and welding to be carried out by experienced and certified welders. Manufacturer should have in house test facility to test Pole as per BSEN 40-2-1 & 3 and submit steel test certificate showing silicon content less than 0.06%. Structural calculation of Poles should be vetted from reputed institute like IIT or structural consultant. Poles, bracket, foundation bolts, should be of one of reputed steel manufacturer and Pole manufacturer specifying grade of steel used for Poles.

##### 44.3 Applicable Standards:

44.3.1 Design: The Octagonal Poles shall be designed to withstand the maximum wind speed as per IS 875.

44.3.2 The top loading i.e. area and the weight of fixtures are to be considered to calculate maximum deflection of the pole and the same shall meet the requirement of BSEN 40-2-1 & 3.

#### 44.3.3 Pole Shaft:

The pole shaft shall be made from sheet steel conforming to IS 2062/ BS EN 10025 having minimum yield strength of 350N/Sq.mm and silicon content less than 0.06%. The pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding. The welding of pole shaft shall be done by Submerged Arc Welding (SAW) process. All octagonal pole shafts shall be provided with the rigid flange plate manufactured from MSFE410 conforming to IS:2062 of suitable thickness with provision for fixing 4 foundation bolts. This base plate shall be fillet welded to the pole shaft at two locations i.e. from inside and outside. The welding shall be done as per qualified MMAW process approved by Third Party Inspection agency.

44.3.5 Welding: The welding shall be carried out confirming to approved procedures duly qualified by third party inspection agency. The welders shall also be qualified for welding the octagonal shafts.

44.3.6 Pole sections: The Octagonal Poles shall be in single section (up-to 12 mtr}. There shall not be any circumferential weld joint.

44.3.7 Galvanization: The poles shall be hot dip galvanized as per BSEN ISO 1461 standard with average coating thickness of 70 micron. The galvanizing shall be done in single dipping.

44.3.8 Fixing Type: The Octagonal Poles shall be bolted on a pre-cast foundation with a set of four foundation bolts for greater rigidity.

44.3.9 Top Mountings: The galvanized mounting bracket shall be supplied along with the Octagonal Poles for installation of the luminaries.

44.3.10 Pole Testing Facility: The Manufacturing unit shall have in house pole testing facility for validation for structure design data. The Pole testing facility shall be as per BSEN 40 - 2 1 & 3.

#### 44.4 **Technical Specification of Solar Stand Alone All In One LED Street Light fitting:**

##### 44.41 PV Module:

- i) Indigenously manufactured PV module shall be used
- ii) The PV module should have crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II/BIS 14286 from an NABL or IECQ accredited laboratory.
- iii) The power output of the module under STC should be a minimum of 165 Wp.
- iv) The module efficiency should not be less than 14%.

- v) The terminal box on the module should have a provision for opening it for replacing the cable, if required.
- vi) There should be Name Plate fixed inside the module which will give:
  - i. Name of the Manufacturer or distinctive logo.
  - ii. Model no.
  - iii. Serial no.
  - iv. Year of manufacture
- vii) A distinctive serial number starting with DMA will be engraved on the frame of the module or screen printed on the tedlar sheet of the module.

**44.42 Battery:**

- i) Minimum 12.8 V, 80 AH capacity Lithium Ferro Phosphate Battery.
- ii) Battery pack should have proper 'Battery management system' (BMS) for cell balancing, over charge and over temperature protection.
- iii) Battery should conform to the latest BIS/International standards.

**44.43 Light Source:**

- i) The light source shall be a white LED type.
- ii) The Colour temperature should be in the range of 5500 degree K – 6500 degree K.
- iii) The white LED should not emit UV light.
- iv) The light output from the white LED light source should be constant throughout the duty cycle.
- v) The Lamp should be housed in an assembly suitable for outdoor use.
- vi) The temperature of heat sink should not increase more than 20 degree C above ambient temperature during dusk to dawn operation.

**44.44 Technical Specification**

i)	PV MODULE	165 Wp under STC
ii)	LIGHT SOURCE	60 W with Motion Sensor.
iii)	CONTROL SYSTEM	PIR SENSOR
iv)	PROTECTION STANDARD	IP 65
v)	LED LAMP LIFE	50000 Hrs
vi)	BATTERY (Lithium	BATTERY (Lithium Ferro

	Ferro Phosphate)	Phosphate) 12.8 V 44 AH
vii)	CHARGE CONTROLLER	MPPT
viii)	CHARGE CONTROLLER EFF ICIENCY%	≥ 90%
ix)	CRI	>70
x)	EFFICACY	135 - 140 Lm/Watt or equivalent
xi)	VISUAL ANGLE	120°
xii)	COLOR TEMPERATURE	5500 degree K-6500 degree K
xiii)	AUTONOMY	AUTONOMY: 2 Days or 24 operating hours.
xiv)	WORKING TEMPERATURE	Suitable for the State of Assam
xv)	INSTALL HEIGHT	7.0 m above GL.
xvi)	WARRANTY	3 Years
xvii)	MAINTENANCE	3 Years.
xviii)	POLE DIA IN MM	50mm at top and 100 mm at base.

#### **45 Special terms:**

The successful bidder(s) shall give all required GA drawings / foundation drawings and details. The Original Equipment Manufacturer (OEM) shall give supervisory support for minimum three days of two visit during foundation / installation and commissioning of Solar street Lighting system at free of cost. There shall be no extra cost for local conveyance / boarding & lodging of supervisor.

## 46.0 Financial / Price Bid

### Bill of Quantity of Each Solar street Lighting System (For Reference of Bidder)

Sl. No.	Item of Works	Unit	Qty	Rate (In ₹)	Amount (In ₹)
1	Design, supply, installation, testing & commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole hot dip galvanised and suitable for wind velocity as per IS 875. It shall also include accessories for galvanized octagonal pole erection. The galvanized octagonal pole shall be erected on suitable shallow foundation with 1 : 2 : 4 concrete considering the safe soil bearing capacity at site as 10 T / Sq meter at 2 metre depth. The galvanized octagonal pole should be manufactured by BAJAJ / PHILIPS / VALMONT / HAVELLS/or as per approved APWD make	Each			
2	<b>Erection</b>				
	Construction of suitable shallow foundation with 1 : 2 : 4 concrete for the galvanized octagonal pole considering the safe soil bearing capacity at site as 10 T /Sq. meter at 2 metre depth with all materials and labour.	job			
	Erection of the galvanized octagonal pole with the help of suitable equipment, materials and labour.	Job			
3	Supplying with fitting and fixing pole clamp complete as required and as directed by the department.	Each			

**Note :**The above BOQ is for reference of Bidders. The Bidders are to quote in the Assam Govt. e-procurement portal (<http://assamtenders.gov.in>) in the form of Financial/Price Bid.

**46.2 Financial / Price Bid (To be submitted online only)**

<b>Sl. No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Rate inclusive of all Taxes (In ₹)</b>	<b>Amount (In ₹)</b>
1	Design, Supply, Installation & Commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole with all fittings as per design & specification				

#### 47.0 Annexure 1 - Bid check list

<b>Sl. no.</b>	<b>Checklist Items</b>	<b>Compliance (Yes or No)</b>	<b>Page No. And Section No. in Bid</b>
<b>1</b>	Bid Document fees		
<b>2</b>	Earnest Money Deposit		
<b>3</b>	Pre-Qualification Covering letter		
<b>4</b>	Copy of entity Incorporation/Registration Certificate		
<b>5</b>	PAN card		
<b>6</b>	GST Registration Certificate (Central and State) VAT registration, CST, ST		
<b>7</b>	Audited financial statements for the last three financial years		
<b>8</b>	Declaration of non-blacklisting		
<b>9</b>	Experience Certificate		
<b>10</b>	No Deviation Certificate		
<b>11</b>	Total Responsibility Certificate		
<b>12</b>	Anti Collusion Certificate		



## 48.0 Pre-Qualification Bid Covering Letter

To,  
The Director,  
Municipal Administration, Assam

Date : dd / mm / yyyy

Sub : Request for Proposal design, supply, installation & commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole with all fittings at ULBs of Assam.

Ref : NIT No. .... dated .....

Dear Madam,

With reference to your request for proposal for design, supply, installation & Commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole lighting system with all fittings at ULBs of Assam, we hereby submit our 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 Bid document 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 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 Bid document and the conditions of the contract applicable to the Bid document. 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 Bid 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 Bid document
- ii) To undertake the Construction works for entire contract period from the date of signing of the contract as mentioned in the Bid 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)

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

**Certificate of Incorporation**

**Financial Turnover**

The financial turnover of the company is provided as follows:

	<b>2018 – 19</b>	<b>2019 – 20</b>	<b>2020 – 21</b>
Annual Turnover			

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

## **49.0 Annexure 2 : 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 NIT for SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole and luminaries with all fittings.

Ref : NIT 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:

**50.0 Annexure 3: No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry / NIT (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:

## **51.0 Annexure 4: 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 NIT for the duration mentioned in all the volumes of the NIT.

(Authorized

Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Business Address:

## 52.0 Annexure 5 : – Formats for Experience

### Certificate Statement - A

#### Experience of Bidder

Statement showing the similar works completed

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	Compl etion date		Original year & month	Extended year & month			
1	2	3	4	5	6a	6b	7	8a	8b	9	10	11

Note:

- (1) Attested Copies of Work Order and Completion Certificates from Competent Authority (Engineer In-charge) should be attached in respect of each work.
- (2) It is mandatory to furnish details in this format only.

Signature:

Name:

Designation:

Date:



### 53.0 Statement - B

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 (in %)	Time limit in year and months		Reasons for delay in completion of work	Remarks
						Target Date	Progress till Date (in %)		Original Y M	Extended Y M		
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11

Statement showing the similar works on hand / work in progress

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.

Signature

Name:

Designation:

Date:

## 54.0 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			Project Manager			
2			Senior Site Engineer			
3			Electrical Engineer			
4			O&M Supervisor			
5			Service Technicians			

Signature:

Name:

Designation:

Office Address with contact details:

Seal:

Date

Note:

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

Enclosure:

1) Photograph

2) Educational Certificates

3) Experience Certificates

## **56.0 Annexure 6 : Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid **for design, supply, installation & commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole and luminaries with all fittings at ULBs of Assam for 5 (Five) years** against the NIT 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:

**57.0 Annexure 7 :**

**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)**

## **58.0 Annexure 8 : 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 NIT for the Project (name of the Project), including signing and submission of the NIT 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 2022

(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:

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.

## 59.0 Annexure 9: Format for financial bid / price bid

Sl. No.	Item Description	Qty	Units	Rate inclusion of all Taxes (In ₹)	Amount inclusive of all Taxes (In ₹)
1	Design, Supply, Installation & Commissioning of SOLAR STAND-ALONE all in one LED street lighting system with 7.0m galvanized octagonal pole fittings as per design & specification				
1.1	All Urban Local Bodies of Assam	1	Nos.		

(Signature of the Bidder)

Printed

Name

Designation

Seal:

Date:

Place:

Office Address with contact details:

Note :

1. Bidders may quote for all the ULBs of Assam.
2. Bidders are to quote the total Amount calculated from the BOQ. The BOQ is only for the reference to the bidders. Bidders need not fill the BOQ during submission of Bids.
3. The quoted rates must be inclusive of All Taxes.
4. Price Bid is to be submitted online in the e-procurement portal <http://assamtenders.gov.in> only.
5. Hard copy of Price Bids shall not be accepted.

## **60.0 Annexure 10 – 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 NIT <<NIT 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 NIT.

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 NIT>> 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:

## 61.0 Annexure 11 FORM OF JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN \_\_\_\_\_  
\_\_\_\_\_ AND

FOR NIT No. \_\_\_\_\_ OF DIRECTORATE OF MUNICIPAL  
ADMINISTRATION, DISPUR GUWAHATI, ASSAM 781006.

THIS Joint Venture agreement executed on this \_\_\_\_ day of \_\_\_\_\_ Two thousand  
twenty and between M/S \_\_\_\_\_ a  
Company incorporated under the laws of \_\_\_\_\_ and having its  
registered office at \_\_\_\_\_  
\_\_\_\_\_ (herein after called the “Lead Partner” which expression  
shall include its successors, executors and permitted assigns) and M/S  
\_\_\_\_\_ a Company incorporated under the  
laws of \_\_\_\_\_ and having its registered office at  
\_\_\_\_\_ (herein after  
called the “Partner” which expression shall include its successors, executors and permitted  
assigns) for purpose of making a bid and entering into a contract\* (in case of award) for  
Construction of  
\_\_\_\_\_ (name of the package) against the specifications  
No. \_\_\_\_\_ of DIRECTORATE OF MUNICIPAL ADMINISTRATION,  
DISPUR GUWAHATI, ASSAM 781006. (herein after called the “Owner”)

WHEREAS the Owner invited bids as per the above mentioned Specification for the design  
manufacture, supply and erection, testing and commissioning of Equipment/Materials stipulated  
in the bidding documents under subject Package\*

For \_\_\_\_\_ (Works Description) (N I T No.: \_\_\_\_\_)

AND WHEREAS Annexure – A (Qualification Requirement of the Bidder). Section-4, forming  
part of the bidding documents, stipulates that a Joint Venture of two qualified firms as partners,  
meeting the requirement of Section 4 and Section 5 as applicable may bid, provided the .Joint  
Venture fulfills all other requirements of Section 4, Section 5 and in such a case, the BID shall  
be signed by all the partners so as to legally bind all the Partners of the .Joint Venture, who will  
be jointly and severally liable to perform the Contract and all obligations hereunder .

\* Strike which is not applicable.

The above clause further states that the Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND 'WHEREAS the bid has been submitted to the Owner vide proposal

No ..... dated ..... by Lead Partner based on the Joint Venture agreement between all the Partners under these presents and the bid in accordance with the requirements of Qualification Requirements of the Bidders as per Section -4 and Section 5 has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Partners to this ,Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Owner to the Joint Venture partners, we, the Partners to the Joint Venture agreement do hereby agree that M/S \_\_\_\_\_ shall

act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipment in accordance with the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other Partner(s) of the Joint Venture agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Owner suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, tile Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s)

4. The financial liability of the Partners of this Joint Venture agreement to the Owner, with respect to any of the claims arising out of the performance of non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.

5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Appendix-I (\*To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.

6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.

7. In case of an award of a Contract, We the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favor of the Owner in the forms acceptable to purchaser for value of percentage of the Contract Price as per NIT norms in the currency/currencies of the Contract.

8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

<p>WITNESS 1.</p> <p>1.SIGNATURE</p> <p>2.NAME</p> <p>3.ADDRESS</p> <p>4.DATE</p>	<p>For LEAD PARTNER</p> <p>SIGNATURE</p> <p>NAME</p> <p>DESIGNATION</p> <p>COMPANY/FIRM COMMON SEAL</p>
<p>WITNESS 2.</p> <p>1.SIGNATURE</p> <p>2.NAME</p> <p>3.ADDRESS</p> <p>4.DATE</p>	<p>For OTHER PARTNER</p> <p>SIGNATURE</p> <p>NAME</p> <p>DESIGNATION</p> <p>COMPANY/FIRM COMMON SEAL</p>

## 62.0 Annexure 12

### FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

(On Non-judicial Stamp Paper of Appropriate value to be Purchased in the Name of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder..... have formed a Joint Venture under the laws of.....and having our Registered Office(s) / Head Office(s) at ..... (here in after called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting thorough M/S..... being the Partner in-charge do hereby constitute, nominate and appoint M/s....., a Company incorporated under the laws of arid having its Registered / Head Office at ..... as our duly 'constituted lawful Attorney (hereinafter called "Attorney" or" Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of, the Joint Venture in regard\* to -----(Works) ( N I T No.-----) DIRECTORATE OF MUNICIPAL ADMINISTRATION, DISPUR GUWAHATI , ASSAM 781006. (hereinafter called the "Owner"). and the bids for which' have been invited by the Owner, to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Owner on behalf of the "Joint Venture".
- ii) To negotiate with the Owner 'the terms and' conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document rated to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portion of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the above whatsoever the said Attorney/ Authorized Representative/Partner In-charge quotes in the bid, negotiates and signs the Contract with the Owner and/or proposes to act on behalf of the joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

\* Strike which is not applicable.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of ..... under the Common Seal(s) of their Companies.

for and on behalf of

the Partners of Joint

Ventures

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of :

**WITNESS**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Occupation \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Occupation \_\_\_\_\_

## Signature Not Verified

Digitally signed by Tasdirur Rahman  
Date: 2022.01.17 17:12:02 IST 62  
Location: Assam-AS

