

Request for Proposal (RFP)

For

**“Supply, Install and Maintain
Smart Bio Toilets in Ujjain”**

Ujjain Smart City Limited

JANUARY 2018

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A. General

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| 1. Scope of Bid | <p>1.1 In connection with the Notice Inviting Bids (NIB) indicated in the Bid Data Sheet (BDS), the Purchaser on behalf of the Procuring Entity, as indicated in the BDS, issues this Bid Document for the supply of Goods and Related Services incidental thereto as specified in Section 5 (Schedule of Supply). The name, identification and number of lots/ items of the National Competitive Bidding (NCB) are provided in the BDS.</p> <p>1.2 Throughout this Bid Document:</p> <ul style="list-style-type: none">(a) the term “in writing” means communicated in written form and delivered against receipt. It is expressly understood that all email communications will be treated as equivalent of “in writing”(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular and references to a gender shall also include other gender also(c) headings of the clause are only for reference and interpretation shall be taken from the details narrated in clause/ sub clause.(d) “day” means calendar day.(e) State Public Procurement Portal and e-Procurement portal shall have the meaning detailed in the BDS. |
| 2. Source of Funds | <p>2.1 The Procuring Entity named in the BDS intends to use domestic funding (Internal Resources/Domestic Borrowings/Bonds/ Grants etc.) for procurement of the goods named in the BDS.</p> <p>2.2 All eligible payments under the contract for the packages, for which this Notice Inviting Bids is issued, shall be made by the Procuring Entity named in the BDS</p> |
| 3. Fraud and Corruption | <p>3.1 All Public procurement in the State is governed, inter alia, by the Rules and Procedures issued by the Finance and other Departments of the State circumscribed by the General Financial Rules, 2005 of the Government of India. Purchase of goods is governed by the M.P. Store Purchase Rules (SPRs). The SPRs are a part of the Madhya Pradesh Financial Code Part-I, Chapter-6 Rules-96. Accordingly, the Procuring Entity requires that Bidders, Suppliers and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. The Procuring Entity defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none">i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligationiii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a |

party

- iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation by the Procuring Entity; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents or records in connection with an investigation by the Procuring Entity; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding the Procuring Entity’s contractual rights of audit or access to information; and
- vi) “integrity violation” is any act which violates the Act, including i) to v) above and the following: abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of the Act or Rules, including failure to adhere to the highest ethical standards.

- 3.2 Procuring Entity will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- 3.3 Procuring Entity will cancel the contract if it determines at any time that representatives of the bidder engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract,
- 3.4 Procuring Entity will impose remedial actions on a bidder, at any time, including declaring ineligible, either indefinitely or for a stated period of time, to participate in the Procuring Entity administered, or supported activities, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.
- 3.5 Any bribes, commission, gift or advantage given, promised or offered by or on behalf of the bidder or his partners agent or employee or anyone on his or on their behalf to any officer, employee, representative or agents of the Procuring Entity or any person on his or their behalf, in relation to the obtaining or to the execution of this or any other contract with the Procuring Entity shall in addition to any criminal liability which he may incur, subject the bidder to the cancellation of this and all other contracts and also to payment of any loss or damages resulting from any such cancellation. The Procuring Entity shall then be entitled to deduct the amounts so payable from any money otherwise due to the bidder under this or any other contract, any question or dispute as to the commitment of any offence under the present clause shall think fit and sufficient and his decision shall be final and conclusive
- 3.6 Furthermore, bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

- 4. Eligible Bidders**
- 4.1 The bidder may be a natural person, private entity or government-owned enterprise.
- 4.2 The bidder and all parties constituting the bidder shall be of Indian nationality. A bidder shall be deemed to have the Indiannationality if it is citizen of India, constituted or incorporated in India and operates in conformity with the provisions of the laws of the Republic of India. This criterion shall also apply to the determination of nationality of the proposed sub contractors or suppliers for any part of the contract, including related services.
- 4.3 The bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of the following, including but not limited to, apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
 - (e) a bidder participates in more than one bid in this bidding process, except for alternative offers permitted under ITB 13. This will result in the disqualification of all bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid; or
 - (f) a bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid; or
 - (g) a bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Procuring Entity as Project Manager for the contract.
- 4.4 A firm or individual shall not be eligible to participate while under temporary suspension or debarment by GOI/Procuring Entity/Any state government, whether such department was directly imposed by Procuring Entity or any Government of India/ Government of Madhya Pradesh Department/ Any other State government or any state government promoted entity. A bid from a temporarily suspended or debarred firm or individual will be summarily rejected.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

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| 5. Provisions for MSME Units | 5.1 | If the bidder is micro, small or medium enterprise as per provisions of the Micro, Small and Medium Enterprises development Act, 2006 and registered with the District Industries Centre under this Act, then additional documents as per ITB clause 15.2 should be provided with the bid. |
| 6. Eligible Goods and Related Services | 6.1 | All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by the Government of India. |
| | 6.2 | Throughout this document, the term “goods” includes article, materials, commodities, raw material, machinery, equipment, furniture, fixture, software, spares, instruments, industrial plants whether in solid, liquid or gaseous form; and “related services” includes services such as insurance, transportation, unloading, installation, commissioning, supervision of commissioning, training, and initial maintenance etc. Incidental to the supply of goods if the value of services or works incidental to the supply of the goods if the services or works or both does not exceed that of the goods themselves. |
| | 6.3 | The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components. The nationality of the firm or individual that produces, assembles, distributes, or sells the goods shall not determine their origin. |
| | 6.4 | Deleted |
| 7. Applicable laws and Grievance Redressal | 7.1 | Laws of Republic of India and the State of Madhya Pradesh shall prevail. |
| | 7.2 | Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal, in the specified format, to the First or Second Appellate Authority, as the case may be, as specified in the BDS |

B. Contents of Bid Document

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| 8. Sections of the Bid Document | 8.1 | The Bid Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8. |
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PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)

PART II Supply Requirements

- Section 5 Schedule of Supply (SS)

PART III Contract

- Section 6 General Conditions of Contract (GCC)

Section 1: Instructions to Bidders.

- Section 7 Special Conditions of Contract (SCC)
- Section 8 Contract Forms (COF)

8.2 The Notice Inviting Bids (NIB) issued by the Procuring Entity shall be integral part of the Bid Document.

8.3 The Procuring Entity is not responsible for the completeness of the Bid Document and its addenda, if they were not obtained directly from the source stated by the Procuring Entity in the NIB.

8.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Document. Failure to furnish all information or documentation required by the Bid Document may result in the rejection of the Bid.

9. Clarifications and Pre Bid Conference

9.1 A prospective bidder requiring any clarification on the Bid Document shall contact the Procuring Entity in mail at the Procuring Entity's mailing address indicated in the BDS. The Procuring Entity will respond to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids or such period as may be specified in the BDS. The Procuring Entity shall upload its response to all the queries received on the websites mentioned in the BDS and it shall be the responsibility of the Bidders to regularly check these websites for the Procuring Entity's responses to the queries. Should the Procuring Entity deem it necessary to amend the Bid Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.

9.2 (a) If provided in the BDS, a pre-bid conference is scheduled by the Procuring Entity to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be published on the respective websites.

(b) Prospective bidders, who have deposited the prescribed cost of bid document as specified in NIB, are allowed to attend the pre-bid conference and submit their pre-bid queries only in the specified format, mentioning the NIT no. and Name of the Bid followed by the Clause mentioned in the Bid (Refer format ELI-4 in Section 4)

(c) The period within which the bidders may seek clarifications under (b) above and the period within which the Procuring Entity shall respond to such requests for clarifications shall be as per BDS

(d) The minutes and response, if any, shall be provided promptly to all prospective bidders to which the Procuring Entity provided the Bid Documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

(e) Publishing of any clarification on the respective website shall be deemed to have been conveyed to all prospecting bidders in cases of non-availability of contact details of those prospecting bidders who have purchased/ downloaded the bid document, postal delay, loss of clarification in the transit.

10. Amendment of Bid Document

10.1 At any time prior to the deadline for submission of the Bids, the Procuring Entity may, suo moto, amend the Bid Document by

issuing addenda/ corrigendum.

- 10.2 Any addendum /addenda/ corrigendum issued shall be part of the Bid Document and shall be published in the same manner/ websites and e-procurement portal on which the NIB was uploaded.
- 10.3 To give prospective Bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2
- 10.4 It shall be the responsibility of the bidders to regularly check the websites indicated in the BDS for any amendments that may be made to the Bid Documents. Individual intimations to prospective bidders by e-mail or registered post shall not be sent by the Procuring Entity.

C. Preparation of Bids

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| 11. Cost of Bidding, Cost of Bid Document and Bid Processing Fee | <ul style="list-style-type: none"> 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. 11.2 Bidder shall deposit cost of bid document in the manner as specified in the BDS. Bid shall be rejected if bidder fails to deposit cost of bid document within stipulated time and manner. Cost of bid document shall not be refunded. 11.3 Bidder shall furnish bid processing fee in the manner as specified in the BDS. Bid shall be rejected if bidder fails to deposit bid processing fee within stipulated time and manner. |
| 12. Bid Security/ Bid-Securing Declaration | <ul style="list-style-type: none"> 12.1 Unless otherwise specified in the BDS, the bidder shall furnish as part of its Bid, in original form, bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS. Certain categories of bidders who are eligible for providing Bid Securing Declarations, as detailed in ITB 21.10 below may provide Bid Securing Declarations in the prescribed format in lieu of Bid Security. 12.2 Bid security already lying in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. 12.3 If a Bid-Securing Declaration is required pursuant to ITB 21.10, it shall use the form included in Section 4 (Bidding Forms). The Procuring Entity will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS. 12.4 If a bid security is specified pursuant to BDS, the bid security shall be payable online only through e-proc portal, at the Bidder's option, in the following form: <ul style="list-style-type: none"> (a) an unconditional bank guarantee in the name of the Procuring Entity ; or (b) the bid security shall be valid for 60 days beyond the original validity period of the bid, or beyond any period of extension if requested under BDS. The bid security shall be valid for 120 days beyond the original validity period of the bid, or beyond |

any period of extension if requested under BDS.

- 12.5 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with BDS, shall be rejected by the Procuring Entity as nonresponsive.
- 12.6 If a bid security is specified pursuant to BDS, the bid security of a bidder who does not meet the qualifying requirements and whose Price Bid is not opened shall be returned after opening of Price Bids of the qualified bidders.
- 12.7 If a bid security is specified pursuant to BDS, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful bidder or bidders' furnishing of the performance security pursuant to ITB 49 and signing of the Contract Agreement
- 12.8 If a bid security is specified pursuant to BDS, the bid security of the successful Bidder(s) shall be returned as promptly as possible once the successful Bidder(s) has signed the Contract Agreement and furnished the required performance security. The Procuring Entity may, however, at the request of the bidder in writing, allow the successful bidder to suitably extend the validity of the bid security and give a performance guarantee for a commensurately reduced amount.
- 12.9 The bid security amount shall be as stipulated in the BDS. As per extant policy of GOMP, in case of Small Scale Industries of Madhya Pradesh and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, lower amounts of Bid Security may be stipulated subject to their furnishing the requisite documentary evidence as may be stipulated.
- 12.10 In lieu of bid security, Departments' of the Madhya Pradesh State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the Madhya Pradesh State Government and Government Undertakings of the Central Government may furnish valid bid securing declaration in the prescribed format. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- 12.11 The bank guarantee presented as bid security (if applicable) shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- 12.12 The bid security may be forfeited or the Bid-Securing Declaration executed,
 - (a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet; or
 - (b) if the successful Bidder fails to

- (i) sign the Contract Agreement in accordance with ITB 48;
- (ii) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Madhya Pradesh Transparency in Public Procurement Act, 2012 and Chapter VI of the rules thereunder.
- (iii) furnish a performance security in accordance with ITB 49; or
- (iv) accept the arithmetical corrections of its bid in accordance with ITB 40.
- (v) fails to commence the supply of the goods as per Contract/ Agreement within the time specified

12.13 No interest shall be payable by the Procuring Entity on the above bid securities

13. Samples

13.1 Wherever required in Section-5 of the Bid document, the bidder shall furnish the samples of the material/equipment to be supplied. The Procuring Entity will not be responsible to accept any cost involved in furnishing the sample(s). Sample(s) of the unsuccessful bidders will be returned provided the sample(s) is/are not damaged/broken during transit/testing etc., if any. Such samples will be collected back by the unsuccessful bidders from the office/stores of the Procuring Entity.

14. Language of Bid

14.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. Bids not accompanied by a translation in the language specified in the BDS will be summarily rejected.

15. Documents Comprising the Bid

15.1 The bid shall be accompanied with the following schedules/ documents. The bid which is not accompanied by any or all the following mentioned schedules/ documents or is accompanied by incomplete annexures/ schedules is liable for rejection. The Bid shall comprise three envelopes as detailed below. The Bidder shall upload these envelopes in the respective file upload slots available in the e-Procurement system

15.2 The Technical Bid submitted by the Bidder shall comprise the following:

(a) To be uploaded in Cover-I:

- (i) Copy of Bid Security originally submitted alongwith its proof of submission or Bid-Securing Declaration, in accordance with ITB 12 and as specified in BDS;
- (ii) Copy of the receipt against DD deposited towards cost of Bid document as specified at BDS.
- (iii) Copy of the receipt against Bid Processing Fee as specified at BDS.

(b) To be uploaded in Cover-II if:

Section 1: Instructions to Bidders.

- (i) Technical Bid Submission Sheet;
 - (ii) Alternative Technical Bid, if permissible, in accordance with BDS;
 - (iii) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 25;
 - (iv) Documentary evidence in accordance with ITB 20, establishing the Bidder's eligibility to bid;
 - (v) Copy of acknowledgement of EM-II (if registered under MSMED Act 2006 for the items/services covered under this bid) from the concerned District Industries Centre duly attested by Notary along with an affidavit in prescribed format;
 - (vi) Documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bid Document;
 - (vii) Documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (viii) Any other document as required in the BDS, such as Power of Attorney as per format in Section 4.
- 15.3 The Price Bid to be uploaded by the Bidder in Cover –III shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 16, ITB 18, and ITB 19;
 - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 17; and
 - (c) any other document required in the BDS.
- 16. Bid Submission Sheets and Price Schedules**
- 16.1 The bidder shall prepare and submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the forms furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.2 The bidder shall prepare and submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 17. Alternative Bids**
- 17.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 18. Bid Prices and Discounts**
- 18.1 The prices quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified.
- 18.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be

applied in accordance with ITB 37.

- 18.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid. The bidders are advised to quote only final discounted price and not quote price and discount separately.
- 18.4 (a) Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf. bidder shall indicate separately in their bid the charges of Excise duty, Madhya Pradesh VAT/ Central Sales Tax, Entry Tax and, their applicable rates. Bidder shall also indicate in their bid Freight & Insurance charges inclusive of insurance, unloading, stacking charges and applicable taxes, if any; and
 - (ii) the total price for stipulated place of delivery of the item. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises specified by the Procuring Entity
- (b) The statutory variation in existing taxes & duties and financial liability due to introduction of new taxes/ duties within stipulated delivery/ completion period shall be to Procuring Entity's account. All taxes/duties within stipulated delivery/ completion period shall be paid at actuals. Any additional financial liability due to revision/ changes in taxes/ duties beyond stipulated delivery/ completion period and any liability arising due to inappropriate quotation of applicable rates of taxes & duties in price schedule by the bidder(s) shall be borne by respective bidder.
- 18.5 The prices shall be either fixed or variable as specified in the BDS.
- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.
 - (b) In the case of Variable Price, prices quoted by the Bidder shall be subject to adjustment without ceiling as per prescribed formula given in the BDS to reflect changes in the cost elements such as

labor, material, transport, and contractor's equipment.

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| | 18.6 | If so indicated in BDS, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders are advised to quote final discounted prices only and not quote price and discount separately in the bidding forms. Bidders shall be declared qualified for each lot/ item separately and Price bid, even if opened will be ignored in respect of lots/ items for which bidder is not declared qualified. |
| 19. Currencies of Bid and Payment | 19.1 | Bid prices for both the goods as well as the related services shall be quoted only in INR. All payments shall also be made in INR only. |
| | 19.2 | All payments under the Contract pursuant to this bid process shall be made through RTGS/ NEFT. Bidder shall furnish, alongwith bid, information relating to RTGS/ NEFT in prescribed format and to the payment making authority of the Procuring Entity. |
| 20. Documents Establishing the Eligibility of the Bidder | 20.1 | To establish their eligibility in accordance with ITB Clause 4 [Eligible Bidders], bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section 4, Bidding Forms. |
| 21. Documents Establishing the Eligibility/ Qualifications of the Bidder | 21.1 | To establish their eligibility in accordance with ITB 4, bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section-4 (Bidding Forms); |
| | 21.2 | To establish its qualifications to perform the Contract, the bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria). |
| | 21.3 | Deleted |
| | 21.4 | If so required in the BDS, a Bidder that does not conduct business within the Procuring Entity's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/ or Technical Specifications. |
| 22. Documents Establishing the Eligibility of Goods and Related Services | 22.1 | To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 6 [Eligible Goods and Related Services], bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4, Bidding Forms. |
| 23. Documents Establishing the Conformity of the Goods and Related Services to the Bid Document | 23.1 | To establish the conformity of the Goods and Related Services to the Bid Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 5 (Schedule of Supply) and any amendment thereof issued in accordance with ITB Clause 10 (amendment of Bid Document). |

- 23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 5 (Schedule of Supply).
- 23.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in Section-5 (Schedule of Supply), are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 5 (Schedule of Supply).
- 24. Period of Validity of Bids**
- 24.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.
- 24.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with BDS, it shall also be extended for a corresponding period beyond the extended bid validity period. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request shall not be required or permitted to modify its Bid.
- 25. Format and Signing of Bid**
- 25.1 The Bidder shall digitally sign to authorize and make amendments to its bid submitted through e-Procurement portal as stated in BDS. The written confirmation of authorization to sign on behalf of the Bidder shall consist of:
- a) For a single entity, it shall consist of Power of Attorney containing name, position held and signature of authorized person; or
 - b) Power of Attorney shall be duly notarized or attested by an appropriate Agency. The bidder shall submit an acceptable authorization with the bid as specified in BDS.
- 25.2 The Bidder shall digitally sign to authorize and make amendments to its bid submitted through e-Procurement portal as stated in BDS. The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney containing name, position held and signature of authorised person. The Power of Attorney shall be duly attested or notarized by a notary public as per format ELI-3 in Section 4. If a Bidder submits a deficient authorization, the bid will be summarily rejected.
- 25.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

26. Sealing and Marking of Bids

- 26.1 The bidders shall submit their Bids electronically through e-Procurement portal as per procedure specified therein read with the procedures detailed in the BDS. Instructions for electronic submission are outlined below. Hard Copy submission of bids is not permitted and shall not be accepted.
- 26.2 Bidders should enroll online on the e-Procurement portal of Madhya Pradesh Government.
- 26.3 Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Procurement portal to complete online enrolment and bid submission. The Bidder is advised to submit its bid online through the e-Procurement portal well in advance before the prescribed time.
- 26.4 The electronic bid submission procedures are given briefly hereunder:
- a) Bids submitted online in the e-Procurement portal shall be considered as the original of the bid.
 - b) The Bidder shall digitally sign and submit its bid online in the e-Procurement portal well in advance before the prescribed time. Procuring Entity shall not accept bids submitted in manual form.
 - c) 'e-Procurement' means submission of a digitally signed bid (by a valid digital certificate issued by a licensed Certifying Agency approved by the Controller of Certifying Agency, Government of India) which is stored in Time Stamped electronic sealed bid box.
 - d) Bidders, who wish to participate in the bidding process, shall have to procure the prescribed class of Digital Certificate as per the Information Technology Act, 2000 and accepted by the e-Procurement system using which they shall digitally sign and submit their electronic bids online. Bidders can procure the same from any CCA approved Certifying Authority. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed bid box on e-Procurement portal.
 - e) The downloaded Bid forms shall be printed and typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder.
 - f) The bidders are required to download the bidding forms (Section 4), print the forms, fill them, seal and sign, scan them and upload at the e-Procurement portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms.
 - g) Procuring Entity shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of Procuring Entity and its e-procurement service provider.
 - h) Bidders shall take due care to ensure purchase of Digital Signature Certificates requisite for bid submission in the e-Procurement system, availability of internet connectivity and requisite client software.

- 26.5 Bidders are advised to get acquainted with the bid submission process in e-Procurement system and are advised to refer its website for further details. They may also contact e-Procurement Cell, Ujjain Smart City Ltd, Government of Madhya Pradesh for future assistance. The contract details are as under:
- E mail: ujjainsmartcity@gmail.com
- Address : Room No. 11
- Ujjain Smart city Ltd,
Simhastha Mela Office,
Kothi Road, Ujjain
- 26.6 Bidders are also advised to refer “Bidders Manual” available under “Downloads” section of website of the e-Procurement portal for further details about the e-bidding process.
- 26.7 The Procuring Entity reserves the right to verify original copies of scanned documents uploaded by bidders and may also seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement portal or in physical form.
- 26.8 Bidders should submit all necessary documents before opening of bids. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be permitted.
- 27. Deadline for Submission of Bids**
- 27.1 Bids are to be submitted by the Bidders electronically on e-procurement portal not later than the time and date stated in the BDS. The system will automatically lock the bids as per the server clock. The Time followed in the system is ordinarily as per Indian Standard Time (IST) which is GMT+5:30 hours. Bid submission and bid opening timelines will be defined as per time of e-Procurement server clock only. Even in the event of the specified last date for the submission of Bids being declared a holiday for the Procuring Entity, the Bids will have to be submitted by the Bidders by the date & time specified in the BDS unless the last date of submission is extended through amendment. Bids must be received by the Procuring Entity at the e-Procurement portal and no later than the date and time indicated in the BDS. All bid documents after filling requisite information/ details desired in the various Sections shall essentially be signed digitally and submitted on e-Procurement portal in time, duly paginated and accompanied with an index. Submission of the electronic bid shall be deemed to be the conclusive proof of the fact that the bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated /commented by him in his bid in the prescribed forms only.
- 27.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Document in accordance with ITB 10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 27.3 The Procuring Entity will not be responsible for any delay or difficulty faced by the Bidder during online bid submission on

account of issues beyond the Procuring Entity's control.

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| 28. Late Bids | 28.1 | As stated above at ITB 27.1, the system will automatically lock the bids as per the server clock and hence preclude the possibility of submission of any late bids on the e-Procurement portal. |
| 29. Withdrawal, Substitution, and Modification of Bids | 29.1 | A Bidder may withdraw or modify its Bid Proposal after it has been submitted and until the bid submission deadline by logging into the e-Procurement portal. The bidder's modifications shall be prepared, marked and submitted online as per procedure of e-Procurement portal |
| | 29.2 | For Techno-commercial modifications, the bidders may modify their earlier submitted bid with additional information/ supplements. The Techno-Commercial Bid, in such cases, shall be evaluated based on earlier submitted Techno-Commercial Bid along with the additional information/ supplements. |
| | 29.3 | For Price Bid, the earlier submitted price Bid can only be modified for downward revision of the earlier quoted prices/ charges |
| | 29.4 | No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof. |
| | 29.5 | The system does not allow the Procuring Entity to access the bids withdrawn in accordance with ITB 29.1 |
| 30. Bid Opening | 30.1 | The Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-procurement system. The designated representative of the Bidders may also choose to attend the technical bid opening at the designated office of the Procuring Entity at the place, date and time stipulated in the BDS. The technical bids recorded and opened at the time of opening shall be considered for evaluation. No electronic recording devices will be permitted during Bid opening |
| | 30.2 | The Price Bids will remain unopened in the e-procurement system and will remain encrypted, until the specified time of its opening. The Procuring Entity will open the Bids, if modified pursuant to ITB Clause 29, on e-Procurement portal. In the event of the specified date for the opening of Bids being declared a holiday for the Procuring Entity, the Bids may be opened on the next working day on e-procurement system. |
| | 30.3 | The Procuring Entity shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security. |
| | 30.4 | Bidders who technically qualified will be intimidated through mail for the time of online opening of Price Bid. |
| | 30.5 | Price Bids of all Bidders who submitted substantially responsive Technical Bids shall be opened online and the bidders may view the status of price bid opening online in the e-procurement system |
| | 30.6 | The Procuring Entity shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. |

**31. E-Proc
Procedures**

- 30.7 The Procuring Entity will notify, in writing, bidders who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bid Document and their Price Bids shall remain encrypted and unopened on the e-Procurement portal.
- 31.1 Bidders should upload their bid documents in formats, which can be opened and read by open standard interfaces.
- 31.2 Bidders should not lock electronic files uploaded in their proposal with passwords of their choice. The Procuring Entity reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.
- 31.3 The Procuring Entity reserves the right to extend bid submission timeline or recall the bids if e-procurement server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Procuring Entity shall consult the e-procurement service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-procurement service provider.
- 31.4 The Procuring Entity reserves the right to verify original copies of scanned documents uploaded by bidders.
- 31.5 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during bid opening, the bid is liable to be rejected.
- 31.6 Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation.
- 31.7 The bid offer shall be submitted on e-Procurement portal in electronic format in three covers as detailed at ITB 15.
- 31.8 The bidder shall ensure that his bid is furnished/ submitted strictly in the manner detailed in this document.

E. Evaluation and Comparison of Bids

32. Confidentiality

- 32.1 Information relating to the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all bidders.
- 32.2 Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 32.3 Notwithstanding ITB 33.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing
- 32.4 In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

- 33. Clarification of Bids**
- 33.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing or may also be via the Procurement portal. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Price bids, in accordance with ITB 40.
- 33.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Procuring Entity's request for clarification, its bid may be rejected.
- 34. Deviations, Reservations, and Omissions**
- 34.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bid Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bid Document.
- 35. Examination of Technical Bids**
- 35.1 The Procuring Entity shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 15.2 and 15.3 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Technical Bid Submission Sheet in accordance with ITB 16.1;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) bid security or Bid-Securing Declaration, as applicable; and
 - (d) Manufacturer's Authorization, if applicable.
- 36. Responsiveness of Technical Bid**
- 36.1 The Procuring Entity's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 15.
- 36.2 A substantially responsive Technical Bid is one that meets the requirements of the Bid Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 5 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bid Document, the Procuring Entity's rights or the Bidder's

obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.

36.3 The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 5 (Schedule of Supply) have been met without any material deviation, reservation, or omission.

36.4 If a Technical Bid is not substantially responsive to the Bid Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

37. Nonmaterial Nonconformities

37.1 Provided that a Technical Bid is substantially responsive, the Procuring Entity may waive nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

37.2 Provided that a Technical Bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

37.3 Provided that a Technical Bid is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial nonconformities or omissions with recorded reasons. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

38. Qualification of the Bidder

38.1 The Procuring Entity shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria). Factors not included in Section 3, shall not be used in the evaluation of the Bidder's qualification

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.

38.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the financial bid of such bidder shall not be opened on the system and the Procuring Entity shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.4 Procuring Entity reserves the right to accept minor deviations in qualification requirements and technocommercial terms and conditions on merit.

- 39. Examination of Price Bids**
- 39.1 Following the opening of Price Bids, the Procuring Entity shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted.
- 39.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
 - (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 40. Correction of Arithmetical and Other Errors**
- 40.1 During the evaluation of Price Bids, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - (d) If there is discrepancy between the total bid price quoted in the online form of the e-prcurement portal and the total bid price specified in the Letter of Price Bid, the total bid price in the online form of the e-Procurement portal shall prevail.
 - (e) If there is a discrepancy occurred due to inappropriate quotation of applicable rates of taxes & duties, in price schedule by a bidder then any liability arising thereon shall be borne by the respective bidder in the manner below:
 - (i) For evaluation of the financial bid:
 - 1) In case the bidder quotes the taxes & duties higher than the prevailing rates, the evaluation of bid shall be done considering the applicable rates of taxes & duties keeping the ex-works price same as quoted by the bidder.
 - 2) In case the bidder quotes the taxes & duties lower than the prevailing rates, unless it is specifically indicated with supporting document that lower taxes and duties are applicable to them as concessional rates, the evaluation of bid shall be done considering the applicable rates of taxes & duties and the ex-works price shall be reduced accordingly keeping the FORD prices same as quoted by the bidder.

In above cases, the award shall be made to the successful bidder(s) on the basis of adjusted price with applicable rates of taxes & duties.

- (ii) In case any bidder quotes the prices with concessional rates of taxes & duties applicable to it, the award shall be made with quoted concessional rates of taxes & duties. During currency of the contract, the variation in concessional taxes & duties up to the maximum rates shall be absorbed by the bidder.

- 40.2 If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.

41. Price/ Purchase Preference in Evaluation

- 41.1 Price and/or purchase preference notified by the Madhya Pradesh State Government, as mentioned in the BDS, shall be considered in the evaluation of bids and award of contract.

42. Evaluation of Price Bids

- 42.1 The Procuring Entity shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.

- 42.2 To evaluate a Price Bid, the Procuring Entity shall consider the following:

- (a) the bid price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to application of the evaluation criteria, if applicable & specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
- (d) The position of bidders in the ascending order of the bids shall be worked out considering all inclusive unit F.O.R. Destination price excluding VAT for Madhya Pradesh based firms and Entry Tax in case of the bidders whose works are situated outside Madhya Pradesh State. All applicable taxes shall also be taken into account while evaluating the bids. The contract shall be awarded in single part though it may have more than one price schedules
- (e) Price and/or purchase preference notified by the Madhya Pradesh State Government and as mentioned in the BDS shall be considered in the evaluation of bids and award of contract
- (f) As per notification dated 24.3.2005 Madhya Pradesh State Entry Tax shall be applicable w.e.f. 24.03.2005 on suppliers supplying goods from outside Madhya Pradesh. The entry tax shall be borne by Procuring Entity on FORD price.
- (g) While tabulating the bids of those firms which are not entitled to price preference, the element of Madhya Pradesh Value Added Tax shall be excluded from the rates quoted by the

firms of Madhya Pradesh, the element of Central Sales Tax shall be included and the element of Entry Tax shall be excluded in the rates of firms from outside Madhya Pradesh for evaluation purpose

- 42.3 If this Bid Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, is as specified in Section 3 (Evaluation and Qualification Criteria). It is expressly understood that the Procuring Entity shall evaluate the lowest bidder for each lot based on the total landed cost to the Procuring Entity for all the items in the lot.
- 43. Comparison of Bids/ Negotiations**
- 43.1 The Procuring Entity shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.
- 43.2 No negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself
- 43.3 Negotiations shall, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
- (a) when ring prices have been quoted by the bidders for the subject matter of procurement; or
 - (b) When the rates quoted vary considerably and are considered to be much higher than the prevailing market rates.
- 43.4 The Purchase Committee or any other Committee duly authorised for the purpose, shall have full powers to undertake negotiations. The lowest or most advantageous bidder shall be informed in writing either through a registered letter or an email. A minimum time of seven days shall be given for calling negotiations. In case of urgency the Purchase Committee may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to holding of negotiations.
- 43.5 Negotiations shall not render the original offer made by the bidder inoperative/ invalid. The bid evaluation committee shall have the option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions
- 43.6 In case of failure of negotiations with the lowest or most advantageous bidder, the Purchase Committee or any other Committee duly constituted for this purpose, may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing. The bid, in this case, would be awarded to the bidder who accepts the counter-offer. Procuring Entity shall resort to this procedure in exceptional cases only
- 43.7 In case the rates even after the negotiations are considered by the Procuring Entity to be very high, fresh bids shall be invited.
- 44. Right to Accept Any Bid, and to**
- 44.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior

**Reject Any or
All Bids**

to Contract award, without thereby incurring any liability to the bidders. In case of annulment, all bid securities, shall be promptly returned to the bidders.

F. Award of Contract

- 45. Award Criteria**
- 45.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bid Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 45.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Procuring Entity shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 46. Right to Vary Quantities at Time of Award**
- 46.1 At the time of award of the Contract, the Procuring Entity reserves the right to decrease the quantity of Goods and Related Services originally specified in Section 5 (Schedule of Supply), provided that such increase or decrease shall not exceed twenty percent of the quantity specified in the Bid Documents and shall be procured without any change in the unit prices or other terms and conditions of the Bid and the Bid Document.
- 46.2 The Procuring Entity also reserves the right to place repeat order for extra items or additional quantities up to the quantities of the individual items specified in the BDS on the same prices, terms and conditions of the original order. The delivery period for such extra/additional items shall be increased proportionately as per delivery period indicated in Section 5 (Schedule of Supply) of this Document.
- 46.3 The Procuring Entity also reserves the right to split the quantities and to entrust the order for the supplies to one or more suppliers. The bidder shall agree to supply part quantities ordered on him at the rates/prices mentioned in his bid and/or accepted by the Procuring Entity.
- 46.4 In case it is considered by the Procuring Entity that the quantity stipulated in the bid document is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the goods proposed to be procured are critical and vital in nature; in such cases, the quantity may be divided between the bidder whose bid is accepted and the second or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted. The manner in which the quantities would be divided between the bidders would be as indicated in the BDS.
- 46.5 Minimum quantities: The bidder shall quote for minimum 20% (Twenty percent) of the NIB quantity of respective lot/ item failing which the offer will be considered non responsive.
- 47. Notification of Award**
- 47.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.

- 47.2 At the same time, the Procuring Entity shall upload Award of Contract details in the e- Procurement portal. The Procuring Entity will upload on the e-procurement portal or well- known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted a bid; (ii) bid prices as received & read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 47.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 48. Signing of Contract**
- 48.1 Promptly after notification, the Procuring Entity shall send to the successful bidder the Agreement.
- 48.2 Within 21 days of receipt of the Agreement or such period as may be specified in the BDS, the successful Bidder shall sign, date, and return it to the Procuring Entity. Stamp duty for execution of such Agreement as per provisions of the applicable laws in Madhya Pradesh shall be borne by the successful bidder(s).
- 49. Performance Security**
- 49.1 Within 28 days of the receipt of notification of award from the Procuring Entity or such period as may be specified in the BDS, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Procuring Entity.
- 49.2 Failure of the successful bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section2 - BidData Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1. Instructions to Bidders.

General

1.	The number of the Notice Inviting Bids is : USCL/37
	The Purchasing Entity is: Room No. 11 Ujjain Smart City Ltd. Simhastha Mela Office, Kothi Road, UJJAIN -456010 Madhya Pradesh, India E-mail: ujjainsmartcity@gmail.com
	The name of the NCB is: Supply, Install and Maintain “Smart Bio Toilets” in Ujjain The identification number of the National Competitive Bidding (NCB) is: USCL/ 37 The number and identification of lots comprising this NCB is: Single
2.	Madhya Pradesh State Public Procurement Portal is : mpeproc.gov.in Procuring Entity email is: ujjainsmartcity@gmail.com
3.	The name of the Project is: Supply, Install and Maintain “Smart Bio Toilets” in Ujjain
4.	Whether The MSME Policy of MP Govt is applicable to this procurement: Yes, Thus as per the Public Procurement Policy for MSME, will be exempted EMD.
5.	The authorisation from the Supplier of the Goods that the Bidder has been duly authorised to supply the Goods indicated in its Bid is required/ not required: Yes, Required

B. Contents of Bid Documents

6.	<p>For the purpose of obtaining clarification only, the Procuring Entity's address is:</p> <p>Attention: Room No.- 11 Ujjain Smart City Ltd., Mela Office, Kothi Road, City: Ujjain, Madhya Pradesh. Pin code: 456010, INDIA E-mail address: ujjainsmartcity@gmail.com</p> <p>No physical bids may be sent by the bidders at this address. USCL shall not accept any physical bids. Requests for clarification should be received by the Procuring Entity no later than: Days prior to the deadline for submission of bids.</p>
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	<p><i>i.e. as per NIT</i></p> <p>The Procuring Entity shall publish its response to the queries in the e-procurement system where the NIT is published online.</p>
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Preparation of Bids

7.	The language of the bid is (English / Hindi / Both) : English
8.	<p>The Bidder shall submit with its Bid the following additional Documents as per the ITB: Documents Comprising the Bid:</p> <ol style="list-style-type: none"> 1. An entity registered under an appropriate act of parliament or laws of state legislature in India. 2. Valid PAN card and GST registration in India. 3. Power of Attorney 4. Manufacturer's Certificate/ Authorisation Certificate <p>Note: the attachments to be uploaded with Cover II as mentioned in ITB.</p>
9.	<p>Cost of related service should be quoted as per format in Section 4 (Bidding forms). Related Service should include:</p> <ol style="list-style-type: none"> 1) Cost of Local handling, transportation and insurance and unloading at site (cost from factory including but not limited to loading, unloading etc. to the final destination for goods from inside India). 2) Cost of lump sum charges for supervision charges of erection, Testing and commissioning may also be included.
10.	The bid validity period shall be 120 days from the deadline for submission of the bid.
11.	<ol style="list-style-type: none"> a. A Bid Security shall be required/not be required : Yes, shall be required b. If a Bid Security is required, the Bidder shall furnish a bid security in the amount of INR 1 Lakh (Indian Rupees One Lakh only) as indicated in NIT.
12.	<p>Any bid not accompanied by the proof of an irrevocable and callable bid security shall be rejected by the Procuring Entity as non-responsive. However, if a bidder submits a bid security that deviates in form, amount, and/or period of Validity, the Procuring Entity shall request the Bidder to submit a compliant bid security within 7 working days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid</p>

13.	<p>The deadline for bid submission is :</p> <p>Date : 7th March 2018</p> <p>Time : upto 17:00 hrs</p>
14.	<p>Technical</p> <p>bidsshallbeopenedonlineandthebiddersmayviewthestatusoftechnicalbid openingonlineinthee-procurement system. Thedesignatedrepresentative oftheBidders mayalsochoosetoattendthetechnicalbidopeningat –</p> <p>Date:7th March 2018</p> <p>Time:17:00 hrs</p> <p>Location: Office of Ujjain Smart City Ltd Mela Office, Kothi Road Ujjain. - 456010 Madhya Pradesh, India</p> <p>Thetechnicalbidsrecordedandopenedatthetimeofopeningshallbeconsideredfor evaluation.</p> <p>ThePriceBidswillremainunopenedinthee-procurement systemandwillremain encrypted,untilthespecifiedtimeof itsopening.</p>

Evaluation and Comparison of Bids

15.	The Procuring Entity reserves the right to procure additional quantities on the same Price & Terms upto : 20 %of tendered quantity
16.	<p>Whether Price Matching is allowed : No</p> <p>If yes, the ratio in which tendered quantity would be divided :</p>
17.	No. of days from receipt of agreement within which successful bidder(s) have to sign the contract: 15 days
18.	No. of days from notification of award within which successful bidder(s) have to furnish performance guarantee:15 days
19.	Whether Performance Securityshall be required (Yes/ No) : Yes
	<p>If Yes, the amount/ rate of Performance Security shall be: Rate will be 5% of the estimated project cost; this may be provided as 100% Bank Guarantee.</p> <p>Bank Guarantee will be made in the name of: Executive Director, Ujjain Smart City Limited, Ujjain and drawn on a Scheduled Commercial / Nationalized Bank with a branch office in Ujjain.</p>

20.	(a)The Designation and Address of First Appellate Authority, including Room Number and Floor No., if any, is: Room No. 16 Ujjain Smart City Ltd. Mela Office, Kothi Road Ujjain, Madhya Pradesh – 456010 Email: ujjainsmartcity@gmail.com
21.	Method of Procurement : e- procurement
22.	Joint Venture: Not Allowed

Section 3 - Evaluation and Qualification Criteria

1. Qualification Criteria

The following provisions will be applicable for this package.

Bidders shall meet the qualification criteria set by the Procuring Entity on a pass-fail basis. Unless, specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates that must satisfy these criteria.

2.1 Basic Eligibility

- 2.1.1** The Bidder should have a registered company with a permanent place of business. (Copies of registration to be enclosed)
- 2.1.2** Government-owned enterprises in India may participate as a Bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of Municipal Corporation (MC), UDED, GoMP, MoHUA, GoI.
- 2.1.3** A firm declared ineligible by the Government of India or GoMP or MC or its departments and subsidiaries shall be ineligible to provide consulting services under USCL. Bidder shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
- 2.1.4** Company or bidder should have valid GSTIN. (Copies of registration to be enclosed)
- 2.1.5** Bidder should have valid Income Tax returns for the last three assessment years (i.e. 2014- 15, 2015-16, 2016-17) and PAN Card. (Copies of ITR to be enclosed)
- 2.1.6** All necessary compliance as mentioned in ITB and BDS. To facilitate evaluation of proposals, USCL may seek clarification in writing from any tenderer regarding their tender.

2.2 Technical Eligibility

- 2.2.1** Bidders must have experience of completion of at least 2(two) similar work¹ with a value of at least INR 50lakhs (INR fifty lakhs) and above as prime contractor within the last 3(three) years.

Evidence of above experience shall be submitted in the bid which will be in the User's letterhead stationery indicating address, telephone and fax numbers of the User and shall include the name of the Project, description of the work, commissioning date, commercial operation date and contract amount.

- 2.2.2** Type of Goods offered have been operating for at least one (1) years.
 - a) Tenderer can be any manufacturer or commissioning contractor who has executed similar work. The Tenderer shall provide a brief description of the products/similar experience it supplied/commissioned for the Govt. body to assess the capability of the Tenderer.
 - b) The Tenderer shall provide a write-up providing sufficient technical detail of the Smart Bio Toilet to be provided for the execution of the Project, for the USCL to fully appreciate the totality of the functionality offered by the Tenderer and the

¹ Similar works has been defined under clause 2.2 of section 3 of this document

limits of such functionality. This shall be included as part of the technical proposal submissions.

- c) The Tenderer shall submit a works programme showing the sequence and duration of activities required to complete the Project in accordance with the USCL's requirements. The Tenderer's works programme shall include the key dates for the achievement of the same.
- d) The proposed works programme shall be accompanied by a narrative statement that shall describe programme activities, assumptions and logic and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, manufacture, supply, transport and commissioning of the Toilets.

Note: Similar Work can be any successfully completed assignment (Supply or Manufacturing) of Public Toilet with area more than 100 sqft with a minimum cost of Rs. 50 lakhs in a single work order. (Documentary evidence for justification of Project cost must be enclosed)

Or

Similar Work can be Supply or Manufacturing of Modular Bio Toilet of total area more than 100 sq. ft. i.e. Public Toilets with modern Smart features and fixings like Automated doors, flushing, CCTV camera, LED lights, advertisement boards, feedback polling machine etc. Client Agreement as proof of contract value along with completion certificate must be enclosed.

2.3 Financial Capacity

The financial capacity of the Tenderer shall be filled in the prescribed format as per FIN-1 and FIN-2, Section 4.

If the financial capacity is not submitted in the format provided in FIN-1 and FIN-2, Section 4 it is liable to be summarily rejected without further consideration.

2.3.1 Bidders shall submit of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements, acceptable to the Procuring Entity, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position and its long-term profitability. As a minimum, the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.

2.3.2 Bidders shall demonstrate minimum average annual turnover of INR 1.0 crores, defined as the total payment received by the Bidder for contracts completed or under execution over the last three (3) years. The bidder must enclose certificate from Chartered Accountant as a proof of Average Annual Turnover (Refer Section 4, Form Fin-2)

Note:

It is clarified that Tenders of only such Tenderer's who qualify under each of the above stated financial and technical eligibility criteria shall be considered for evaluation. Tenderer's who fail to qualify under any of the above stated eligibility criteria shall be rejected summarily rejected.

Bidder is not a manufacturer under Contract Type B:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer/Commissioner, the Bidder shall demonstrate the same Technical and Financial capacity meeting the requirements mentioned above.

Technical Evaluation Criteria

The eligible tenderer will be scored as per the below mentioned scoring criteria. Bidders will be ranked based upon their scoring from highest marks to lowest marks. Tenderer scoring 70marks or above shall be considered for Financial Bid opening. The marks shall be awarded as per the criteria in the table below:

Qualification Marks schedule for Group 1 -			
1	Capacity of the Bidder		
1.1	Experience of bidder 0 to 2 years	10 marks	30 marks
	Experience of bidder 2 to 3 years	20 marks	
	Experience of bidder more than 3 years	30 marks	
1.2	Turnover of bidder from 1.0 cr to 2.0 cr	10 marks	30 marks
	Turnover of bidder from 2.0 cr to 3.0 cr	20 marks	
	Turnover of bidder from 3.0 cr and above	30 marks	
1.3	Experience of completion of 2 Eligible Assignments	10 marks	20 marks
	Experience of completion of 2 to 3 Eligible Assignments	15 marks	
	Experience of completion of more than 3 Eligible Assignments	20 marks	
2	Innovative Design, comprehensive modern facilities and sustainable Smart features proposal submitted by the bidder to execute the work. The bidder shall provide : <ol style="list-style-type: none"> write-up providing sufficient technical detail of the Smart Bio Toilet to be provided for the execution of the Project (10 marks) a works programme showing the sequence and duration of activities required to complete the Project (5 marks) bidder's perception of the major constraints and critical areas of concern in the organisation, supply, transport and commissioning of the Toilets. (5 marks) Note: Marks awarded will be relative. The best proposal will be awarded highest marks and relative marks will be provided to the next order Rank proposal.	20 marks	20 marks
		Total	100 marks

Part 2: Specific Requirements for the Criteria

2.1 Eligibility

2.1.1 Basic Eligibility

Criteria	Compliance	Documents
Requirement	Single Entity	Submission Requirements

2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	Technical Bid Submission Sheet; Forms ELI – 1
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2.1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	Technical Bid Submission Sheet
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2.1.1.3 Government of Madhya Pradesh Eligibility

Not having been declared ineligible by Government of India /Government of Madhya Pradesh as described in ITB Subclause 4.4.	must meet requirement	Technical Bid Submission Sheet
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2.1.1.4 DELETED

2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	Technical Bid Submission Sheet
--	-----------------------	--------------------------------

2.2 Technical Eligibility

Criteria	Compliance	Documents
Requirement	Single Entity	Submission Requirements
Successful completion as main supplier within the last three (3) years, of at least two (2) similar contracts each valued at INR 50 Lakhs and above with nature, and complexity to the scope of supply described similar in Section 5 (Schedule of Supply).	must meet requirement	Form EXP - 1
The Bidder shall demonstrate that the goods offered have (a) been in operation for a minimum of one (1) years.	must meet requirement	Form EXP - 2

Note:

Evidence of above experience shall be submitted in the bid which will be in the User's letterhead stationary indicating address, telephone and fax numbers of the User and shall include the name of the Project, description of the work, commissioning date, commercial operation date and contract amount.

2.3 Financial Eligibility

Criteria	Compliance	Documents
Requirement	Single Entity	Submission Requirements
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Procuring Entity, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	Form FIN - 1
Minimum average annual turnover of INR 1.0 crore calculated as total payments received by the Bidder for contracts completed or under execution over the last three (3) years.	must meet requirement	Form FIN - 2
Note: The bidder must enclose certificate from Chartered Accountant as a proof of Average Annual Turnover (Refer Section 4, Form Fin-2)		

3. Economic Evaluation

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes. For energy consuming equipment and facilities, adjustment for efficiency over and above the minimum functional guarantees specified in the specifications (e.g. generators, pumps), losses (e.g. transformers), and future operating costs of the equipment may be taken into account in determining the evaluated Bid Price. The financial cost for these adjustments (added to or deducted from the Bid Price as the case may be) shall be made only when it is specified in the Bid Document that these functional guarantees and projected operating costs are factors in bid evaluation. The methods of calculation for these evaluation factors shall be clearly specified in the Bid Document. Deviations from the specified manner of cost calculation shall not be introduced

1. The USCL based on the review of the financial proposals shall declare the bidder who has quoted the lowest rate to be (L1) and such entity shall be declared the Successful Tenderer and will be considered for award of contract for the Project, subject to acceptability of the rates to the USCL, quoted by the Successful Tenderer and reduced in the subsequent negotiations.
2. The USCL shall have the right to reject any tender and call for fresh tender if it is not satisfied with the rates offered either in financial bid or after negotiation of rates offered in the financial bid that the rates furnished or offered after negotiation is not advantageous or not competitive.
3. The USCL reserves the right to accept or reject any or all the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the tendering process, at any time prior to award of the Project, without any liability or any obligation for such acceptance, rejection or annulment.

Examples of such criteria appear below:

3.1 Adjustment for Scope

3.1.1 Local Handling and Inland Transportation

Not applicable

3.1.2 Minor Omissions or Missing Items

The cost of minor omissions or missing items in the scope of supply, services, etc. shall be added to the Bid Price to allow for Bid comparison on an equal basis. Pursuant to Sub-Clause 33.1 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Procuring Entity will make the price adjustment of the cost of any nonmaterial nonconformities and omission equal to the highest price quoted for the same item by the other Bidders for the purpose of ensuring fair comparison of bids.

Bidders are required to include the costs for local handling and inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 5, Schedule of Supply, shall be quoted in the price schedule for related services to be offered from outside and within the Procuring Entity's

country provided in Section 4, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in their Bid, then these costs will be estimated by the Procuring Entity on the maximum price quoted for the same, by the other bidders for the purpose of ensuring fair comparison of bids and add to bid price.

3.2 Adjustment for Deviations from the Terms of Payment

Deviation from the terms of payment as specified in special condition of contract shall not be permitted. Bids deviating from the required terms of payment will be rejected.

3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations in delivery schedule are not permitted. No credit will be given for earlier completion. Bids deviating from the required delivery and completion schedule will be rejected

3.4 Variation

A variation in quantity of goods shall be allowed to an extent of 20% of total contract value. All such variation shall be calculated at pro-rata basis.

3.5 Operating and Maintenance Costs

As per advice from Indenting /Technical Department

3.6 Spare Parts

The list of items and quantities of spare parts likely to be required during the initial period of operation (5 years) is all inclusive in Schedule of Supply. The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price.

3.7 Performance and Productivity of the Goods

As per advice from Indenting /Technical Department

3.8 Multiple Lots (Contracts)

Not applicable

3.9 Margin of Preference

Applicable / Not applicable

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Technical Bid Submission Sheet

-- Note --

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. _____
- (b) We offer to supply in conformity with the Bid Document and in accordance with the delivery/commission schedule specified in Section 5 (Schedule of Supply), the following Goods and Related Services. _____
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bid Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (e) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bid Document.
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Government of India / Government of Madhya Pradesh, under any of the Procuring Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (g) [We are not a government-owned enterprise] / [We are a state / central government-owned enterprise].
- (h) We agree to permit USCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by USCL.

Section 4: Bidding Forms

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Bid Submission Sheet

-- Note --

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

The Bidder should not disclose the Price Bid in this Sheet. Price Bid shall only be filled online on e-procurement portal

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. _____
- (b) We offer to supply in conformity with the Bid Document and in accordance with the delivery schedule specified in Section 5 (Schedule of Supply), the following Goods and Related Services. (name of service / good) _____
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the submission deadline in accordance with the Bid Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (f) We agree to permit USCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by USCL.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule for Goods to Be Offered from Within India

(ONLY FOR REFERENCE)

NOTE: This form is only for reference and any mention of price bid in technical proposal shall lead to disqualification of bidder.

Name of Bidder _____ NIB Number _____ Page ____ of ____

Supply, Install and Maintain Smart Bio Toilets in Ujjain				
Sl. No	Item	Quantity	Rate per quantity (INR) including O&M for 5 years	Total Cost
1	WC Women (Western Style + Napkin Vending Machine & Incinerator)	10		0
2	WC Men (Western Style)	10		0
3	Wash Cabin/ Bathroom	5		0
4	WC Unisex (Indian Style)	20		0
5	Urinals (Men)	30		0
6	Disabled Friendly	5		0
	Grand Total			0
Total Quote in Rupees (In words)				

Notes: Quotes shall be Excluding Goods and Service Tax and including any other taxes, if applicable.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Form of Bid Security

*[insert bank's name, and address of issuing branch or office]*²

Beneficiary: *[insert name and address of Procuring Entity]*

Date:*[insert date]*

Bid Guarantee No.:*[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Notice Inviting Bids No. *[insert NIB number]* ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures][insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) if the bidder indulges in any corrupt, unethical or collusive practice,
- (d) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 60 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

² All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

Section 4: Bidding Forms

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers and e-mail address)	
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm named above, in accordance with ITB 22.1 3. In case of a MSME enterprise, any additional documents not covered under 1 above required to comply with ITB 5.1 	

Form ELI - 2: Joint Venture Information Sheet: Deleted

Form ELI - 3: Power of Attorney

Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Supply, Install and Maintain Smart Bio Toilets in Ujjain for Ujjain Smart City Limited (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Form ELI - 4: Pre- Bid Queries

Bidder shall mail their Queries on USCL email address in the following format:

Pre-Bid Queries – Tender No – Tender Name					
Bidder Name (Organization) and Address				Mobile No	
Representative Name				Email Id	
Queries					
S.L. No	Page No	Section No	Clause No	Actual Clause in the RFP	Clarification Sought / Amendment Requested
1					
2					

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.1.1 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Contractor/Sub Contractor	
Total Contract Amount	INR	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Procuring Entity's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criterion 2.2.1 of Section 3		

Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
Name of Product/Work	
Manufacturer/Contractor:	Address and Nationality:
Requirements in accordance with Criterion 2.2.2 of Section 3	
(i) Product/Work has been in operation for at least. years.	
(ii) Product/work (or equipment) has been sold a minimum of units of similar type and specification over the last 3 years.	
(iii) Product has been in operation for a minimum of years.	

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

Financial Data for Previous ____ Years [INR Equivalent]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year
------------------------------------	--	-------------------------------------

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 3 years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bid Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover (in INR) of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

In case:

Name of Bidder	Annual Turnover				
	Year 1 2014-15	Year 2 2015-16	Year 3 2016-17	Total	Average

Certificate from the Chartered Accountant

This is to certify that _____ has received the payments shown above against the respective years on account of works actually carried out

Name of the Audit Firm:

Seal of the audit firm

Date:

Signature:

Name :

Designation:

S e c t i o n 5 - S c h e d u l e o f S u p p l y

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1.	List of Goods and Related Services			
	Lot No. : 1			
	Lot Name : Smart Bio Toilets			
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity (Tentative) (Variable 20%)
1	WC Women (Western Style + Napkin Vending Machine & Incinerator)	As per specifications in the schedule	Unit	10
2	WC Men (Western Style)	As per specifications in the schedule	Unit	10
3	Wash Cabin/ Bathroom	As per specifications in the schedule	Unit	5
4	WC Unisex (Indian Style)	As per specifications in the schedule	Unit	20
5	Urinals (Men)	As per specifications in the schedule	Unit	30
6	Disabled Friendly	As per specifications in the schedule	Unit	5

2. Delivery and Completion Schedule

The delivery period shall start as of 15 days from the signing of Batch Orders.

Item No.	Description of Goods or Related Services	Completion Schedule (Days from assigning of Batch Orders*)	Tentative Location
1	WC Women (Western Style + Napkin Vending Machine & Incinerator)	60	As per Section 5, (Schedule of Supply)
2	WC Men (Western Style)	60	As per Section 5, (Schedule of Supply)
3	Wash Cabin/ Bathroom	60	As per Section 5, (Schedule of Supply)
4	WC Unisex (Indian Style)	60	As per Section 5, (Schedule of Supply)
5	Urinals (Men)	60	As per Section 5, (Schedule of Supply)
6	Disabled Friendly	60	As per Section 5, (Schedule of Supply)

Note:

1. *Batch Orders:

The batch orders will be a combination of - Toilet Units comprising of WC Women (Western style unit) + WC Men (Western style unit) + Wash Cabin/Bathroom (optional unit) + WC Unisex (Indian Style unit) + 2 Urinals (Men) placed on a single platform as one structure with separate cubicles at the site.

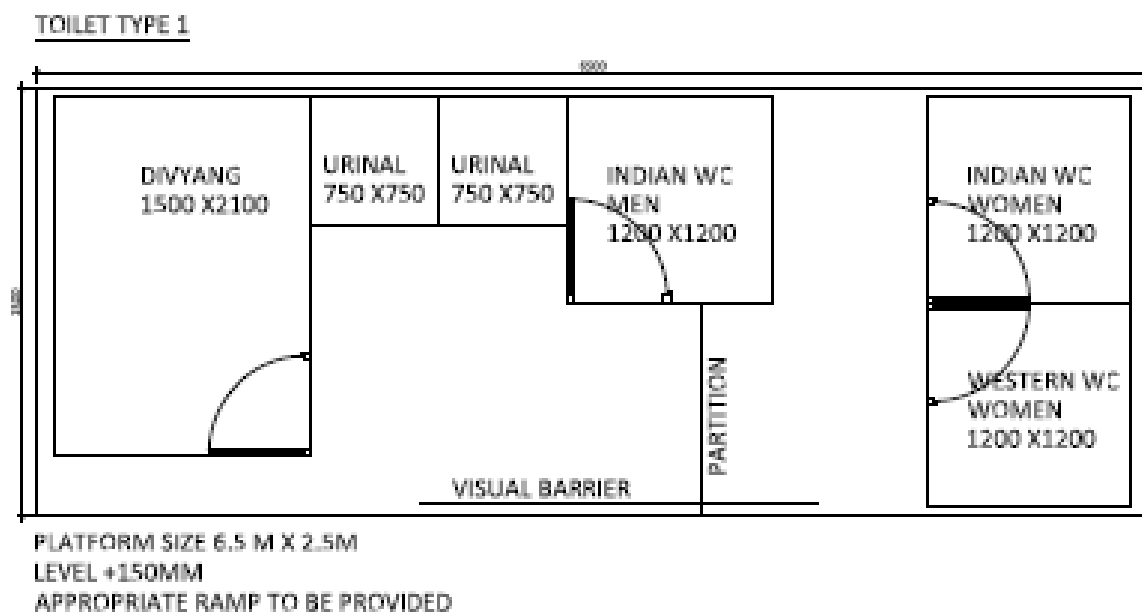
These units will be combined as per the requirement and locations allocated by USCL.

2. Supply and installation of atleast one batch order at one location within 60 days after the awarding of work order. The other batches, on approval of USCL, can be then simultaneously placed within 90 days each at the locations provided by USCL thereafter.

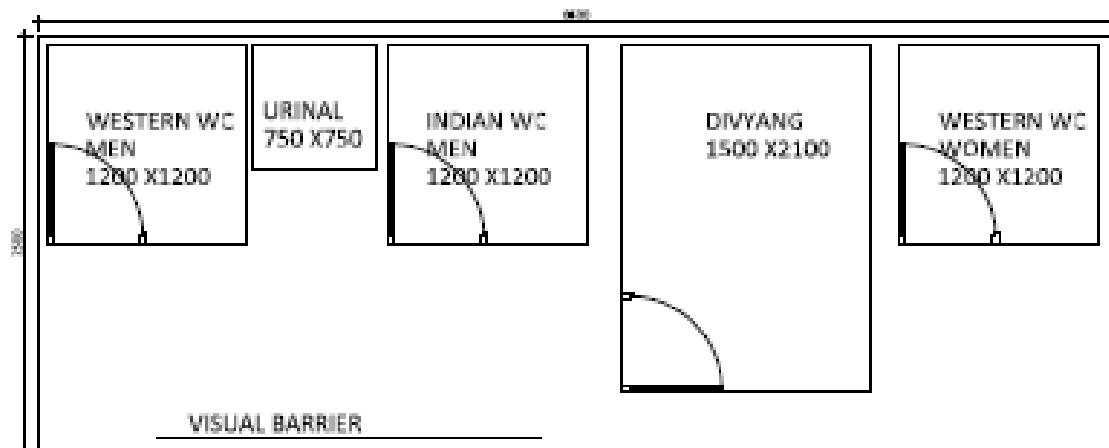
3. Technical Specifications

The USCL invites interested parties to Supply, Install and Maintain, “Smart Bio Toilets” with composite toilet stalls, of western commode or Indian squat-pan types, suitable for use by men, women, elderly and physically challenged, independent children and dependent children, depending on site requirements as per the specifications furnished along with the Tender Conditions to be undertaken in the municipal limits of Ujjain Municipal Corporation.

The tentative combinations along with unit sizes may be referred for the purpose of bidding. This may change with reference to the locations.

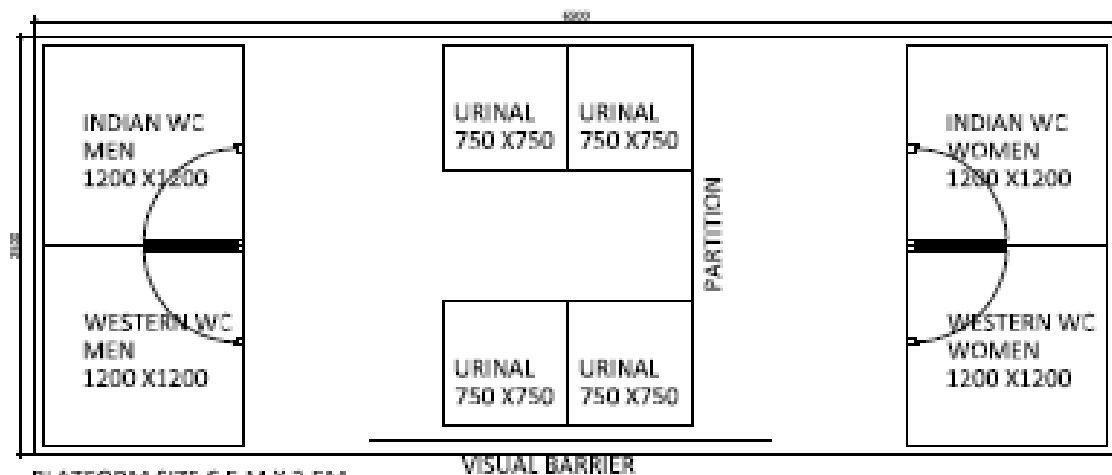


TOILET TYPE 2

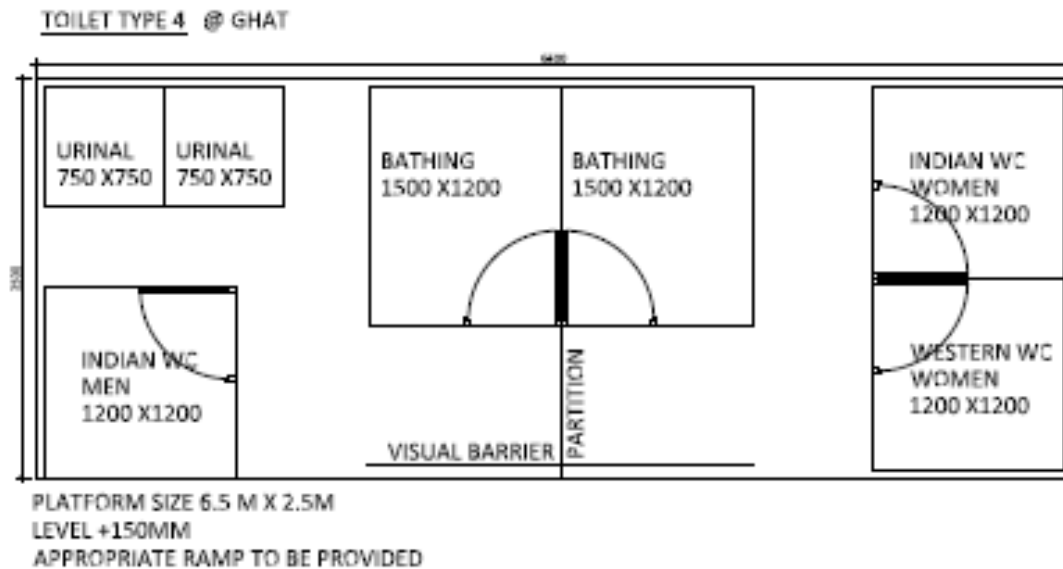


PLATFORM SIZE 6.5 M X 2.5M
LEVEL +150MM
APPROPRIATE RAMP TO BE PROVIDED

TOILET TYPE 3



PLATFORM SIZE 6.5 M X 2.5M
LEVEL +150MM
APPROPRIATE RAMP TO BE PROVIDED



4. Scope of the Work:

The scope of work in the Project shall consist of including but not limited to the following:

- a. Supplying, installation and maintenance of the “Smart Bio Toilets” as per the specifications given.
- b. Tenderer has to satisfy himself of the ground conditions as in the availability of Under Ground Sewerage Scheme or its absence (requiring septic tank or any structure), should have appropriate system to treat the influent sewage using solid – liquid separator or any means for safe disposal of the treated effluent, for understanding the locations specific scope of the work. Therefore the quote should also be in accordance.
- c. Construction to be completed within the time period stipulated in the Agreement.

Following activities shall be conducted under the scope of work of this assignment:

1. Interested parties to Supply, Install and Maintain, “Smart Bio Toilets” with composite toilet stalls, of western commode or Indian squat-pan types, suitable for use by men, women, elderly and physically challenged, independent children and dependent children.
2. Undertaking survey of locations for installation of toilets depending on site requirements as in the availability of Under Ground Sewerage Scheme or its absence (requiring septic tank or any structure), should have appropriate system to treat the influent sewage using solid – liquid separator or any means for safe disposal of the treated effluent and process for obtaining approval from all concerned statutory bodies.
3. Operation and maintenance of Bio Toilet and advertisement panels that may be installed on the super-structure of the toilet blocks as per the specifications in Schedule of Supply.
4. Certification of structural safety of the installation and barring force majeure, accidents, vandalism the bidder shall make good any structural faults in the installation, if any at the earliest.

5. The Authority shall not be responsible for untoward incidence, if occurred due to structural fault. The bidder would be responsible for any civil/criminal proceedings arising out of such incidence and for damage caused to life and property thereof.
6. Carrying out the installation in a safe and responsible manner without any inconvenience or danger to the public.
7. All necessary activities related to cleaning and preparation of the site for installation or erection of the toilet blocks
8. Providing connection of supply water from nearest UMC water source as well as provision for getting the tanks filled up by mobile tankers.
9. Power connection to the toilet from nearest electrical supply point.
10. All necessary civil work required for installation of the toilet.
11. Cleaning of all the debris and other material accumulated due to the construction.
12. Repairing of the site, pavement, road, curb or other structure in case the same is damaged or affected due the construction.
13. A team/ engineer stationed permanently in Ujjain for any kind of related service that shall be asked by USCL for the project duration.
14. Accounts for operating (nos.) smart bio toilets to be maintained. The financial statement of these (nos.) smart bio toilets is to be audited and submitted to authority.

5. Designing of the Smart toilet complex

1. Design: Smart Bio Toilet system shall be a modular, pre-fabricated public bio-toilet made of appropriate material suitable to the local conditions and is integrated with user-friendly electronic interfaces. These are sophisticated automated Smart Toilet having remote monitoring facilities, by integrating electrical, mechanical and 3G/4G internet technology. Toilets shall be provided with bio digester tank for hygienic decomposition of the soil waste and discharging environment safe effluent as per norms set in this document. The bidder will design the toilet complex as per the location provided by the client and will seek for approval for the design from the client. The toilet complex shall have, but not limited to, the following specifications.
 - a) Area for the toilet complex shall be between 120 sq.ft to 160 sq.ft innovative and space saving compact design would be preferred comprising a combination of Water Closet, Indian Toilets and Bath Area, wherein the area provided by USCL may vary from 0 sqft to 160 sqft as per the requirement of toilet units combined in the given Batch orders.
 - b) Body to be built up of stainless steel with finish suitable for the local climatic conditions.
 - c) The built form shall give a simplistic, pleasant unitized look to each toilet block
 - d) The external wall and roof of the toilet cubicle shall be fully water tight and weather proof. The roof shall be so designed that no water accumulation takes place.
 - e) The external finish shall be weather proof
 - f) Each toilet cubicle shall be fitted with Coin validator system for entering to the toilet.
 - g) Internal finish and assemblies of the toilet should be fully water and leak proof
 - h) Smart features like Pre Flush, Auto flush, automatic platform cleaning mechanism (to clean the toilet before and after usage) shall be provided.
 - i) Occupancy indicator shall be provided on outside of the toilet.

- j) Instruction stickers/ boards where instructions in Hindi, English and local language shall be written for the aid of the user. Such display boards shall be distinctly visible during night hours.
- k) In built water tank with an indicator showing water level shall be provided.
- l) The bidder will also be responsible for installation of other smart features like Smart Polling Feedback Machine. USCL will procure/supply such machines to bidder.
- m) Power and water backup for its users in case of sudden power outage or water discontinuation
- n) Each unit to be provided with distinctly visible symbol for Ladies and Gents identification
- o) Each toilet shall be provided with bio digester tank, suitable for maintenance free processing the soil waste. The bio digester shall be of anaerobic DRDO type with six (6) compartments followed by disinfection. The compartments shall have poly-grass mats for protection of bacteria on side partition walls. The bio digester shall be fitted with ball valve or bypass arrangement. The Capacity of bio digester shall be calculated at 2000 ltr per WC to serving a minimum of 200 people per day. Any change suggested by vendor will be subject to approval from USCL.
- p) Each bio digester tank shall be dosed with suitable microbial solution in specific intervals to keep the tank fully functional throughout its service life.
- q) The bidder may put an advertisement panel on which public messages or corporate advertisements shall be displayed only after consultation with the USCL.
- r) The effluent discharged from the toilets shall meet the following standards.

Quality for waste water discharged from bio digester tank	
Parameter	MOEF Standards (A)
BOD, mg/L	30
SS, mg/L	100
TN, mg/L	100
Dissolved P, mg/L	5
Total Residual chlorine mg/lit max	1.0

- s) Location of putting up these toilets will be allocated by the UMC.
 - t) A team/ an individual representative from the bidder's side shall be stationed in the USCL, Ujjain for entire duration of the project along with the responsibility of Operation and Maintenance of the toilets for 5 years.
 - u) Toilet Complex should have adequate illumination with energy efficient smart lights having lighting automation sensors to ensure that lights are automatically switched on and off.
2. Accessibility, Safety, Security and hygiene: the bidder needs to maintain the sanity of the toilet complex and near surrounding to ensure hygienic condition of the area. The following measures shall be complied by the bidder to maintain the hygiene conditions.
- a) Toilet complex should have barrier-free access to the platform as per Universal accessibility norms and skid-free ramp.
 - b) Toilet complex should have at least two proper bi-lingual (Hindi and English) signage
 - c) Facility of toilet papers (not mandatory), hand wash and wash basin (mandatory) etc shall be maintained by the bidder.

- d) Provision of dustbin, along with disposable carry bags, inside the toilet complex. One common dustbin outside provided under the Swachh Bharat Mission can be placed on the platform.
- e) For enhancing the sanitary quotient and encouraging hygienic sanitation practices, Bio Toilets offer women-friendly accessories such as:
 - a. Sanitary Napkin Vending Unit
 - b. Sanitary Napkin Incinerator
- f) The bidder shall provide a remote monitoring facility with GPRS enabled 3G/4G internet. USCL shall be granted access to monitor through this mechanism.

6. Locations

Smart Toilets at 10 locations are proposed to be installed by USCL. The Location and facilities shall be provided by the authority as per land availability. The following locations/nodes of the city shall be preferred.

- a) Transit Hubs – These locations shall include Bus stands, railway stations and other nodes of transport in the city.
- b) Tourist Nodes – Places of Tourist Interest such nearby temple complex, parks etc.
- c) Market/Retail Nodes – Places of retail markets, etc with high footfall.

The bidder shall be allocated space for the first 5 years of the project duration. The Bidder shall maintain the facility of installations for a period of 5 years and after the end of 5 years the authority shall be the owner of the Toilet.

All arrangements and permission for establishing and operating the Toilet shall be responsibility of the successful bidder. These may include water connections, electricity supply etc. The client shall provide the permission for utilization of space.

7. The Site Visit:

The successful bidder shall visit the locations proposed for implementation of the Project after the signing of the Contract which shall be limited to the city condition and UMC only.

8. Reporting

The bidder shall submit the usage information along with users' feedback report of the toilet complex to the client on a daily basis along with status of toilet (functioning or non-functioning). The format for same shall be approved by the USCL.

9. Payment Schedule:

The Amount Shall be paid by the successful bidder every month from the date of operation of the project.

S. No.	Deliverable	Payment as % of Price quoted in INR
1	Delivery and Installation of the Smart Toilet at various locations after the allotment of space.	60%
2	Commissioning and Maintenance of Smart Toilet against completion certificate issued by USCL, where the payment for the same will be done every year (after the end of 1st, 2 nd , 3 rd , 4 th and 5 th year each)	40% (8% each after end of 1st , 2 nd , 3 rd , 4 th and 5 th year respectively)

Note: In case of any relocation of the installed/commissioned unit, due to reasons such as non-suitability of location, development works, or similar activities, the additional expenses to be incurred for such locations shall be met by USCL. The additional cost of such relocation shall be maximum upto Rs. 80,000 per Unit.

10. Service level Assessment (SLA)

The successful bidder shall comply the service level benchmarks as per the criteria below. Failing to meet the service level benchmarks shall result in fine

S. No.	Assessment Criteria	Benchmark	Consequences
1	Days of operations	The toilet complex shall function minimum of 28 days every month.	Rs 500 per day/ per toilet shall be forfeited for the number of non-functional days exceeding the benchmark.
2	Operation timings	The toilet complex shall be functional from 6 AM to 10 PM every functional day. Or 16 Hrs a day *	Rs 500/day per toilet shall be forfeited per day if the operation hours are less than the benchmark.
3	Maintenance	All the component as specified in the Terms of reference shall be functional	Rs 1000 shall be forfeited for every non-functional component every month.
4	Cleanliness	Toilets shall be checked and cleaned after every use.	Rs 200 shall be forfeited per day per toilet if the feedback on cleanliness is negative for more than 10% of the users. (Rating 1 & 2 out of 5 shall be considered as negative)

*Exception may be considered with prior notice and approval of the client.

SLA shall be verified by Reporting Structure as mentioned in Point No. 8 of Section 5- Schedule of Supply

Section 6 - General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (i) “Procuring Entity’s Country” is India as specified in the Special Conditions of Contract (SCC).
- (j) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal

successors or permitted assigns of the Supplier.

- (o) "The Site," where applicable, means the place named in the SCC.
- (p) The 'ExecutiveDirector' shall mean the Executive Director Of Ujjain Smart City Limited, Ujjain, Madhya Pradesh.
- (q) The "Engineer" shall mean the Chief Engineer, Addl. Chief Engineer, Ujjain Smart City Limited. or other Engineer or Officer for the time being or from time to time duly authorised and appointed in writing by the Procuring Entity to act as Engineer or Inspector for the purpose of the contract. In case where no such Engineer has been so appointed, the word "Engineer" shall mean the Procuring Entity or his duly authorized representative
- (r) The 'Consulting Engineer' /'consultant' shall mean any firm or person duly appointed as such from time to time by the Procuring Entity.
- (s) 'Specifications' shall mean the specification and Bid Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon
- (t) Terms and expressions not herein defined shall have the same meanings as are assigned to them in the Indian Sales of Goods Act (1930), falling that in the Indian Contract Act (1872) and falling that in the General clauses Act (1897) including amendments thereof if any.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

- 3.1 USCL requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. Accordingly, USCL
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

- (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to a USCL investigation; (b) making false statements to investigators in order to materially impede aUSCL investigation; (c) failing to comply with requests to provide information, documents or records in connection with aUSCL investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding USCL’s contractual rights of audit or access to information; and
 - (vi) “integrity violation" is any act which violates The General financial Rules, 2005 of Government of India, as well as(i) to (v) above and the following: abuse, conflict of interest, violations of GOI / GoMP sanctions, retaliation against whistleblowers or witnesses, and other violations including failure to adhere to the highest ethical standard.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will impose remedial actions on a firm or an individual, at any time, in accordance with the extant policy of Madhya Pradesh Government,including declaringineligible, either indefinitely or for a stated period of time, to participate in GOI /GoMP financed, administered, or supported activities or to benefit from a GOI /GoMP -financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.
- 3.2 The Supplier shall permit USCL to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by USCL, if so required by USCL.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 DELETED
- 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

6.1

7. Eligibility

7.1 DELETED.

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt or information uploaded on the e-procurement system.

- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India, unless otherwise specified in the SCC.
- 10. Settlement of Disputes** 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply** 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 5 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery** 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 5 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Procuring Entity's Responsibilities** 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any

price adjustments authorized in the SCC.

16. Terms of Payment

- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring Entity, no later than 30 days after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it. However, no interest on delayed payment shall be payable and such delay will not entitle Contractor for any compensation or extension in time.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be INR, or any other currency as may be specified in the SCC.
- 16.5 Payment shall be made to supplier/contractor through RTGS/NEFT for quick and safe transfer of funds across the country. The charges for transfer through RTGS/NEFT shall be borne by the supplier/contractor. The supplier/contractor shall furnish particulars to the payment making authorities in prescribed format to be provided by the Procuring Entity

17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- 17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Entity's Country, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 17.3 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Procuring Entity indemnified and harmless against any claims that may be made against the Procuring Entity. The Procuring Entity does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. As it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Procuring Entity as per extant provisions
- 17.4 The Bidder shall indicate Goods & Services Tax separately which will be payable at applicable rate. Any statutory variation in GST shall be payable upto scheduled completion period as per Contract. Beyond scheduled completion period, the arisen additional liability,

if any, consequent to statutory variation in GST over and above applicable rates at the end of stipulated completion period shall be on the Contractor's part. However, additional benefit, if any, due to a downward revision of the rate shall be to Procuring Entity's account.

- 17.5 If any new tax / GST is implemented during the currency of contract, the new tax structure shall supersede the existing tax structure from the date of its implementation as per notification of Government.

18. Performance Security

- 18.1 The Supplier shall, within 14 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Procuring Entity in the SCC, or in another form acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clause 3.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 5 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 5 (Schedule of Supply). During Contract execution,

any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

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|----------------------------------|---|
| 23. Packing and Documents | <p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.</p> |
| 24. Insurance | <p>24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the terms specified in the SCC.</p> |
| 25. Transportation | <p>25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the terms specified in Sections 6 (Schedule of Supply).</p> |
| 26. Inspections and Tests | <p>26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 6 (Schedule of Supply).</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Procuring Entity's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.</p> <p>26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses; except as provided in GCC Sub Clause 26.9 below</p> <p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.</p> |

- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 26.9 If the ordered cost of material is more than Rs.50 Lacs, supplier shall have to provide at his own cost "To and Fro" Air tickets by economy class, suitable accommodation, local conveyance etc. to the inspecting officer(s) of USCL. No deductions towards air fare/ travelling expenses will be made by USCL, if the inspection is waived by the competent authority
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and

workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of supply or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

**29. Patent
Indemnity**

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Subclause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC

Subclause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
- (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Notice Inviting Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Entity's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its

obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically supplied for the Procuring Entity;
- (b) the method of supply or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier’s receipt of the Procuring Entity’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar

services.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will

not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

35.3 Termination for Convenience

- (a) The Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for supply within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 7 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Procuring Entity's country is: India
GCC 1.1(k)	The Procuring Entity is: Ujjain Smart City Ltd, Ujjain, Madhya Pradesh, India
GCC 1.1 (q)	The Site is: mpeproc.gov.in
GCC 5.1	The language shall be: [English, Hindi, Both English & Hindi]: Language for translation of supporting documents and printed literature is: English
GCC 8.1	For notices , the Procuring Entity's address shall be: Room No. 11 Ujjain Smart City Ltd, Simhastha Mela Office, Kothi Road, Ujjain-456010, Madhya Pradesh Country: India E-mail address: ujjainsmartcity@gmail.com
GCC 9.1	The governing law shall be: The Laws of the Republic of India
GCC 10.2	The formal mechanism for the resolution of disputes shall be as given below briefly: (A) Form of Appeal.- (i) An appeal shall be in the prescribed format for "Memorandum of appeal for (ii) Every appeal shall be accompanied by an order appealed against, if any, affidavit (iii) Every appeal may be presented to First Appellate Authority or Second Appellate Authority (B) Fee for filing appeal.- (i) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees one thousand (ii) The fee shall be paid in the form of bank demand draft or banker's cheque of the value of the fee (C) Procedure for disposal of appeal.-

	<p>(i)The First Appellate Authority or Second Appellate Authority, as the case may</p> <p>(ii)On the date fixed for hearing, the First Appellate Authority or Second Appell</p> <p>(a) hear all the parties to appeal present before him; and</p> <p>(b) Peruse or inspect documents, relevant records or copies thereof relating to th</p> <p>(iii) After hearing the parties, perusal or inspection of documents and relevant re</p> <p>(iv) The order passed shall also be placed on the State Public Procurement Porta</p>
GCC 11.1	The Scope of Supply shall be as defined in : Section 5 Schedule of Supply
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>Documents for equipment supplied from within India :</p> <p>Upon Supply the Supplier shall notify the Procuring Entity and Insurance Company by fax/ email the full details of supply including Contract number, description of goods, quantity, date of supply, port of supply, etc. Supplier shall also immediately send the following documents to the Procuring Entity with a copy to the Insurance company:</p> <ul style="list-style-type: none"> (i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price; (ii) Two (2) packages (including one (1) original and (1) copy) of railroad bill of lading with note “freight is paid” ; (iii) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of supply; (iv) Manufacturer’s or Supplier’s warranty certificate (v) Three (3) packages (including one (1) original and two (2) copies) of the test reports issued by the factory and certified inspection agency or the Procuring Entity’s representative, as appropriate; (vi) Three (3) packages (including one (1) original and two (2) copies) of the Certificate of Origin; <p>The Supplier shall arrange pre-supply inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies) of the pre-supply inspection reports.</p> <p>The above documents must be received by the Procuring Entity at least 3 working days before the arrival of goods and if this condition is not accomplished, the Supplier shall be liable for any associated costs.</p>
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>Payments for Goods and Services supplied from within India shall be made in INR currency as per schedule in section 5.</p>

GCC 17.3	<p>“For Goods to be procured from within Procuring Entity’s country:-</p> <ol style="list-style-type: none"> 1. If there is increase or decrease in the taxes and duties subsequent to supplier’s offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., the Procuring Entity will reimburse the actual tax. 2. In case the bidder fails to achieve completion as per contract delivery schedule of supply, the Procuring Entity will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. <p>Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period”.</p>
GCC 18.1	The Supplier shall provide a Performance Security of 5% (five percent) of the Contract Price. The Performance Security shall be denominated in the following amount in INR currency: To be finalized prior to contract signing.
GCC 18.3	The forms of acceptable Performance Security are: A bank guarantee issued by a reputable scheduled bank located in India & acceptable to the Procuring Entity in the form provided in Section 8. Contract Forms
GCC 18.4	Discharge of the Performance Security shall take place as per provisions under GCC Clause 18.4 Performance Security, upon completion of deliveries and successful installation and testing of the material/ equipment subject to submission of a bank guarantee of five (5) percent of the total value of the contract to be valid until the expiry of the warranty period.
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be as per standard norms under extant national practice or as specified by the Procuring Entity.
GCC 24.1	The insurance coverage shall be in accordance with the provisions pursuant to GCC Clause 24.1. The Supplier must insure the Goods in an amount equal to 100% (one hundred percent) of the CIF, CIP, ExW price of the Goods from Warehouse to Warehouse basis including War Risks and Strikes.
GCC 26.2	Tests and Inspections specified in Section 5 (Schedule of Supply), shall be carried out at the Supplier’s Works, unless specifically provided other wise. The inspection shall be carried out by the designated official(s) /an independent agency at the Procuring Entity’s cost ; except as provided in GCC 26.9
GCC 27.1	The applicable rate for liquidated damages for delay shall be: 0.20% per day per Toilet.
GCC 27.1	The maximum amount of liquidated damages shall be: 2 % (two percent) of the contract price.

Section 7: Special Conditions of Contract

GCC 28.3	The period of validity of the Warranty shall be: 5 years The place of final destination shall be: Ujjain, Madhya Pradesh, India
----- GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 21 (twenty one) days of being notified by the Procuring Entity of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price

S e c t i o n 8 - C o n t r a c t F o r m s

Letter of Acceptance

---- on letterhead of the Procuring Entity ----

..... date.

To: *..... name and address of the supplier*

Subject: *..... Notification of Award Contract No.*

This is to notify you that your Bid dated *.... date* for execution of the *..... name of the contract and identification number, as given in the Bid Data Sheet* for the Accepted Contract Amount of the equivalent of *..... amount in figures and words and name of currency*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bid Document.

Authorized Signature:

.....

Name and Title of Signatory:

.....

Name of Agency:

.....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert number]* day of *[insert month]*, *[insert year]*, between *[insert complete name of Procuring Entity]* of *[insert complete address of Procuring Entity]* (hereinafter “the Procuring Entity”), of the one part, and *[insert complete name of supplier]* of *[insert complete address of supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Technical Bid Submission Sheet submitted by the Supplier;
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) the Schedule of Supply; and
 - (g) any other documents shall be added here.³

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month and year indicated above.

Signed by *[insert authorized signature for the Procuring Entity]* (for the Procuring Entity)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

³ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Performance Security

*Bank's name, and address of issuing branch or office*⁴

Beneficiary:*Name and address of Procuring Entity*.....

Date:

Performance Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called “the Supplier”) has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of goods and related services*. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*⁵. (*amount in words*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of ,⁶ and any demand for payment under it must be received by us at this office on or before that date.

7

.....
Seal of bank and signature(s)

⁴ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

⁵ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the Purchasing Entity.

⁶ Insert the date 28 days after the expected completion date. The Purchasing Entity should note that in the event of an extension of the time for completion of the contract, the Purchasing Entity would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchasing Entity might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchasing Entity’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

**MEMORANDUM OF APPEAL UNDER THE MADHYA PRADESH TRANSPARENCY
IN PUBLIC PROCUREMENT ACT, 2012**

Appeal No. _____ of _____
Before the _____ (First/ Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name of and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
(Supported by an affidavit)
7. Prayer:

Place: _____

Date: _____

Appellant's Signatur

CERTIFICATE TO BE GIVEN FOR “C” FORM

“Certified that the goods, on which Sales Tax has been charged, have not been exempted under the Central Sales Tax Act. Or the State Sales Tax Act or the rules made therein, and that the sales tax as charged or billed on these goods are correct under the provisions of the relevant act or the rules made therein, and that relevant contract includes a specified provision that the sales tax is payable by the USCL.”

“Certified further that we _____are registered as a dealer in the State of _____under registration No. _____and No. _____for the purpose of Central / State Sales Tax.”

CERTIFICATE FOR CONCESSIONAL VAT

I _____ (name) _____ (designation) _____ (name of the company) _____ do certify that the goods purchased from Sri / M/s _____ having registration No. (TIN) _____ amounting to Rs. _____ (in words also) _____ vide VAT invoice no. _____ dt. _____ have been purchased by M/s _____ (name of the purchasing company) for the purpose of exclusive use by it in the generation, transmission or distribution of electric power.

(The VAT charges (presently @5%) against concessional certificate on Ex-works price per unit shall be paid to the contractor in accordance with the aforesaid State Govt. Gazettee Notification.)