

Bihar Urban Infrastructure Development Corporation
(Govt of Bihar Enterprise)



Request for Proposal

for

**EMPANELMENT OF VENDORS FOR SUPPLY AND
CONSTRUCTION OF PREFABRICATED COMMUNITY &
PUBLIC TOILET FOR ULBs IN BIHAR UNDER RATE
CONTRACT**

VOLUME-1 of 3

(Ref. Notification Number: BUIDCo/SIU-1/Yo-42/16-83)





Bihar Urban Infrastructure Development Corporation Limited

A Government of Bihar Undertaking

EXPRESSION OF INTEREST FOR

EMPANELMENT : SUPPLY AND CONSTRUCTION OF COMMUNITY TOILETS & PUBLIC TOILET FOR LADIES, GENTS AND CHILDREN WITH PREFABRICATED MATERIALS USING PREFABRICATED TECHNOLOGY OF “CONTINUOUS PUF SANDWICH PANEL FIXED TO TUBULAR STEEL FRAME” FOR URBAN LOCAL BODIES IN BIHAR

No. BUIDCo/SIU-1/Yo-42/16-83

Date: 15.11.2016

(Through e-procurement mode only – www.eproc.bihar.gov.in)

1. Bihar Urban Infrastructure Development Corporation Limited (BUIDCo), a nodal agency for executing urban infrastructure projects in the state of Bihar, invites **Bid for Empanelment** from reputed suppliers/manufacturer for their empanelment, supply and construction of Community Toilets and Public Toilet for Ladies, Gents and Children with prefabricated materials using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame”. Under a centralized procurement arrangement for supply of Goods to all Municipal Corporation/Council Towns in Bihar.
2. Goods to be supplied are mentioned below, further details may be referred in EOI Document which can be downloaded from tender section of BUIDCo website <http://buidco.in> as well as www.eproc.bihar.gov.in
3. The offer should include the plans and estimates. The structure should be tested for structural integrity against cyclonic wind, dead loads, live loads, thermal stresses and seismic forces :

S. No	Name of work	Model/Equivalent Design and Quantity (As per drawings)	Bid processing fees (Beltron)	Bid Document Cost	Bid Security (EMD)
1	Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar	1. Prefabricated Community Toilets (6 Seater) for Ladies/Gents. 2. Prefabricated Community Toilets (9 Seater) for Ladies/Gents/Children 3. Prefabricated Public Toilets (12 Seater) for Ladies/Gents.	Rs. 1,150/-	Rs. 10,000/-	Rs. 2,00,000/-

4. Place & Date of Pre-bid meeting : Date **30-11-2016** Time **04:00PM**.
BUIDCo office, Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2, Patna-800 001
5. Date of downloading of bid document : From **25-11-2016** to **16-12-2016** up to **01:00 PM**
Through website www.eproc.bihar.gov.in
6. Last date and time for receipt of bids : Date **16-12-2016** up to **03:00 PM**
Through website www.eproc.bihar.gov.in
7. Last Date and time for Submission of hard copy of bid : Date **19-12-2016** up to **03:30 PM**
8. Time and date of opening technical bids : Date **19-12-2016** Time **04:00 PM**
9. Time and date of opening of financial bids : To be communicated later on
10. Place of opening of bid : Through website www.eproc.bihar.gov.in
11. Period of bids validity : 120 days
12. Officer inviting bids : Chief General Manager, BUIDCo
13. For participating in E – tendering process, the contractor shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in E – tender. All tender queries related to this tender shall be communicated at tenders@buidco.in
14. (i) Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.
(ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".
15. The tender documents can be obtained through website www.eproc.bihar.gov.in and www.buidco.in
16. Bid document cost should be paid by draft of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, Original Bank Draft will have to be deposited in the office of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, Khadya Bhawan, 2nd floor, Daroga Rai Path, R. Block Road No.-2, Patna-800 001 on or before 03:30 PM on 19-12-2016 failing which the tender will be rejected.
17. Earnest Money should be in the form of Bank Guarantee of any scheduled banks on or before 03:30 PM on 19-12-2016 failing which the tender will be rejected. The Estimated Cost may increase or decrease.
18. All the information/corrigendum/addendum related to the project shall be published on the website www.eproc.bihar.gov.in and www.buidco.in . The authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
19. Further details of works can be obtained from the office of General Manager (Tech.) For clarification, regarding the E – tendering process, please contact e-procurement, Helpdesk, first Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna – 800 001, Telephone no. 0612-2523006, Mobile No –07542028164.

Sd/-

Chief General Manager
BUIDCo, Patna

BUIDCo office, Khadya Bhawan, 2nd floor, Daroga Prasad Rai Path, R. Block Road No.-2, Patna-800 001
(Tel: 0612-2506109/208, Fax No.-0612-2506132 Email: tenders@buidco.in)

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ABBREVIATIONS

Abbreviations	Expanded
AMC	Annual Maintenance Contract
EMD	Earnest Money Deposit
GoI	Government of India
GR	Goods Receipt
BUIDCo	Bihar Urban Infrastructure Development Corporation Ltd.
INR	Indian Rupee
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PoA	Power of Attorney
EOI	Expression of Interest

Section I Instructions to Bidders

1 Definitions

- a) **“Authorized Signatory”** means the bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm
- b) **“Bidder”** means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called Offer or Quoter.
- c) **“Contract”** means a legally enforceable agreement entered into between The Purchaser and the selected bidder(s) with mutual obligations
- d) **“Day”** means calendar day
- e) **“BUIDCo”** means Bihar Urban Infrastructure Development Corporation Ltd.
- f) **“Instructions to Bidders”** means the document which provides the Bidders, with all information needed to prepare their Proposals
- g) **“Technical Evaluation Committee”** means the committee that shall evaluate the bids and ensure the empanelment of the bidders
- h) **“Parties”** means the Purchaser and the Service Provider and the “Party” means either of the parties.
- i) **“Proposal”** means the Technical Proposal and the Financial Proposal
- j) **“Purchaser”** means Bihar Urban Infrastructure Development Corporation Limited (BUIDCo)
- k) **“EOI”** means the Request for Proposal prepared by The Purchaser for the Empanelment of OEMs/Vendors For Supply of Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar under the Rate Contract
- l) **“Assignment / Job”** means the work to be performed by the bidders pursuant to the Contract
- m) **“End of Life” (EOL)** means that the product is in the end of its useful lifetime and a vendor will no longer be marketing, selling, or sustaining a particular product and may also be limiting or ending support for the product
- n) **“Unit Cost”** means cost including installation, commissioning and testing
- o) **“Goods”** the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and maintenance during warranty and annual maintenance contract.

2 Sections of the Bidding Document

The Bidding Document consist of Part 1, Part 2, and 3, which include all the Sections indicated below, and should be read in conjunctions with any Addenda issued in accordance with ITB Clause 12.6 [Amendment of Bidding Document]

Volume I: Bidding Procedures

Section I. Instructions to Bidders (ITB)

Section II. Bidding Forms

Volume II: Supply Requirement

Section III. Schedule of Supply

Volume III: Contract

Section IV A. General Condition of Contract

Section IV B. Particular Condition of Contract

Section IV C. Contract Forms

3 Background

Bihar Urban Infrastructure Development corporation Ltd. (BUIDCo) [**“Purchaser”**] has been appointed as nodal agency for centralized procurement of municipal equipment such as solid waste management equipment, sewerage and sanitation equipment and fogging equipment for urban local bodies in Bihar.

In response to its mandate, The Purchaser has made preliminary assessment of demand of Supply and Construction of prefabricated Community Toilets and Public Toilet as given below:

SL.	Name of work	Model/Equivalent Design and Quantity (As per drawings)
1	Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar	1. Prefabricated Community Toilets (6 Seater) for Ladies/Gents. 2. Prefabricated Community Toilets (9 Seater) for Ladies/Gents/Children 3. Prefabricated Public Toilets (12 Seater) for ladies/Gents.

The purchaser has invited proposals under rate quotation for empanelment of bidders/supplier for Construction of prefabricated Community Toilets and Public Toilets using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar through notification number BUIDCo/SIU-01/Yo-42/16-83

The quantity of Goods mentioned above is tentative in nature and subject to increase or decrease. The Goods will be procured by the Purchaser from empaneled Suppliers as and when required in such quantity as requisitioned by various urban local bodies and other relevant departments in Bihar.

4 Empanelment Terms & Conditions

- i. Sealed Bids are invited for empanelment of Supplier Goods for supply of Goods to various Urban Local Bodies in Bihar on rate contract basis on competitive rates. The selected bidder shall design, supply, test, install and commission the requisite Goods and Related Services directly or through their authorized business partner(s) to the clients against the purchase order issued by the Purchaser..
- ii. Goods will be supplied as per terms and conditions mentioned in Section IV A General Condition of Contract supplemented by Section IV B Special Condition of Contract.
- iii. **Separate bids will be submitted for empanelment for separate Goods separate cost of bid document and EMD.**
- iv. The bid is open to all eligible bidders, subject to fulfilling the Eligibility criteria
- v. This empanelment is valid for the OEMs or Dealer authorized by the OEMs.
- vi. An OEM can authorize not more than two of its Dealer for a product.
- vii. A Authorized Dealer can submit bid on behalf of one or more OEMs for same product.
- viii. The **empanelment period (“Empanelment Period”) shall be for an initial period of Three years.** The empanelled vendors shall supply Goods at the rates finalized through bid during the period of empanelment / extended empanelment from empanelled OEMs/Authorized dealers (Warranty by authorized Dealers should be backed up by OEM). Bidders are advised to study this Empanelment EOI document carefully before submitting their proposals in response to the EOI Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. All OEMs are requested to actively participate in the bidding process in order to facilitate empanelment under rate contract
- ix. Bids not submitted as per the specified formats will be out rightly rejected. Compliance to Technical specifications as per Section III Schedule of Supply of the EOI is also required.
- x. Conditional bids shall not be accepted on any ground and shall be rejected straightway.
- xi. If any clarification is required, the same should be obtained before submission of the bids as laid down in the EOI and should be submitted at the mailing address: tenders@buidco.in. Queries received other than the mentioned e-mail address shall not be entertained.

- xii. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipment with the Technical Bid. Deviations from technical specifications should be furnished as per the formats given in Schedule of Supply (Section III). Deviation on lower side of specifications will not be considered. No deviations in terms & conditions of the bid document shall be accepted in any case.
- xiii. Financial proposal should contain the price schedule' in the format prescribed in Annexure 9 All prices should be in Indian Rupees. The financial proposal should be per item basis mentioned in the Schedule of Supply (Section III).
- xiv. In case there is variation in the statutory levies/taxes during the currency of the contract, the same will be payable at actual as per original delivery schedule.
- xv. Unless agreed in writing with the bidders, the **delivery of the ordered Goods** should be as per the schedule given in Schedule of Supply (Section III)
- xvi. Bidders should have their own **service centers** in major cities in India and preferably in Bihar. The service centers should be owned by the bidder. Bidder should have after sales support in all major cities of India and preferably in Bihar.
- xvii. Quantity of the goods to be supplied will vary from time to time based on the requirement of the ULBs.
- xviii. Systems matching the given configuration or higher (make and model) of the system offered will only be accepted for empanelment. The Goods offered under this EOI should not be End of Life.
- xix. While attempt has been made to keep the technical specifications of the desired products vendor neutral, deviations if any please be informed to The Purchaser.
- xx. OEM's should also quote the rates of or comprehensive Annual Maintenance support services for at least three years period as per format given in Annexure 14
- xxi. Although the bid is for empanelment of supply & Construction of Prefabricated Community Toilets and Public Toilets for fair evaluation of financial bid the bidder should submit the technical as well as financial bid all the tender at bid submission date. The financial bid will be opened only for those bidders who has qualified in technical bid. The empanelment of the bidders will be done as the rate decided after negotiation of the lowest bidders.

5 Tender Document Charges:

Bidder is required to pay **INR 10,000/- (Rupees Ten Thousand Only)** towards Tender document charges, at the time of submission of Bids, in the form of a Demand Draft / Pay Order only, failing which the Bids submitted by the Bidder shall be out rightly rejected. The Demand Draft / Pay Order should be drawn in favor of "Managing Director, BUIDCo" and payable at Patna. The Tender document charges are Non - Refundable.

6 Earnest Money Deposit (EMD):

Bidders shall submit, along with their Bids, EMD of amount mentioned below in the form of a Bank Guarantee (as per the format given at Annexure 8) only in favor of BUIDCo, payable at Patna, valid for 208 days. EMD in any other form shall not be entertained. **Separate EMD will be submitted for separate items.**

7 Tender Timelines

Table 1: Schedule of Bid Process

SNo.	Information	Date & Time
1	Issue of RFP	25.11.2016 to 16.12.2016
2	Pre-Bid meeting	30.11.2016 at 4:00 PM
5	Last date of submission of bids	16.12.2016 at 3:00 PM
6	Opening of Technical Bids	19.12.2016 at 04:00 PM
7	Opening of Financial Bids	To be communicated later
8	Contact person for queries <i>Note: Queries should be received through email only</i>	Chief General Manager, BUIDCo Email: tenders@buidco.in
9	Addressee and Address at which proposal in response to EOI notice is to be submitted	Bihar Urban Infrastructure Development Corporation Ltd. 2nd Floor, SFC Building, Daroga Prasad Rai Path,R.Block,Patna

8 Eligibility Criteria

a) In Case the bidder is an OEM:

Sl.	Eligibility Criteria	Supporting Documents
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Sl.	Eligibility Criteria	Supporting Documents
1.	Should be a Company registered under the Indian Companies Act, 1956 and should have its registered offices in India. It should also be registered with the Service Tax Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation.	Certificate of Incorporation Service tax Registration number, CST / VAT certificate allotted by Sales Tax Department, PAN number are mandatory. Attested copies of Articles of Association (in case of registered firm), partnership deed (in case of partnership firm) should be submitted. The details as per Annexure 2 are required to be furnished along with supporting documents
2.	<p>The Agency/Contractor either directly or through their principal Should have executed similar work of Rooftop Prefab structure with continuous sandwich panel technology of minimum size 2000 sft. a period exceeding three years as on 31.03.2016.</p> <p>Similar work shall mean construction of Prefab utilities using Prefabricated Technology by “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame”</p>	<p>Work Orders along with the completion Certificate/satisfactory client Certificate confirming year and Area of activity.</p> <p>Should be supported by self-attested Xerox copy of documents</p>
3	It shall be obligatory on the part of the tenderer of each discipline to sign the every component of tender document. (The schedule of quantity conditions and special condition etc.)	Should be supported by self attested Xerox copy of documents
4	The Agency/Contractor either directly or through their Principal” should have experience of having completed construction of prefabricated utilities for the Government.	Should be supported by self attested Xerox copy of documents
5	The Agency/Contractor either directly or through their Principal” have adequate experience in civil construction works.	Should be supported by self attested Xerox copy of documents
6	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of	Certificate from the Company Secretary to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.

Sl.	Eligibility Criteria	Supporting Documents						
	Government of India/ State Governments.							
7	Should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by a court or a judicial officer, their business activities have not been suspended and they are not the subject of legal proceedings for any of the foregoing.	A self-declaration signed by the Authorized Signatory must be submitted						
8	The Agency/Contractor either directly or through their Principal” must offer panels which have been approved by CBRI Roorke or BMTPC, Delhi.	Should be supported by self attested Xerox copy of documents						
9	The Agency/Contractor either directly or through their Principal” must have fire test certificate for sandwich panels for BS 476, Chapter V, VI & VII.	Should be supported by self attested Xerox copy of documents						
10	The Agency/Contractor either directly or through their Principal” must have impact strength report on sandwich panels from CBRI Roorke.	Should be supported by self attested Xerox copy of documents						
11	The Agency/Contractor either directly or through their Principal” Experience of having successfully completed works during the last 3 years ending last day of the month previous to the one in which application are invited.	Should be supported by self attested Xerox copy of documents						
12	<p>The Bidder either directly or through Authorised Dealers should have executed at least 2 major supplies and Construction during last 3 years, with a minimum value as mentioned below, to Government Dept/Public Sector Undertaking/Urban Local Body/Service Provider</p> <table border="1"> <thead> <tr> <th>Sl.</th> <th>Equipment</th> <th>Min. Value of cumulative order in last 3 years</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Prefabricated Community Toilets for Ladies/ Gents</td> <td>50 Lakhs</td> </tr> </tbody> </table>	Sl.	Equipment	Min. Value of cumulative order in last 3 years	1	Prefabricated Community Toilets for Ladies/ Gents	50 Lakhs	Xerox copies of Purchase Orders for having executed 2 major supplies during last 3 years.
Sl.	Equipment	Min. Value of cumulative order in last 3 years						
1	Prefabricated Community Toilets for Ladies/ Gents	50 Lakhs						

Sl.	Eligibility Criteria	Supporting Documents						
13	<p>Average Annual sales turnover from sale of product(s) should be as per the table below, during years 2013-14, 2014-15 and 2015-16</p> <table border="1"> <thead> <tr> <th>S No</th> <th>Equipment</th> <th>Annual Turn over</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Prefabricated Community Toilets for Ladies/ Gents</td> <td>Rs 5 Crores</td> </tr> </tbody> </table>	S No	Equipment	Annual Turn over	1	Prefabricated Community Toilets for Ladies/ Gents	Rs 5 Crores	Copy of audited balance sheet as proof of turnover, highlighting the turnover part along with Statutory Auditor certificate in clear terms must be submitted.
S No	Equipment	Annual Turn over						
1	Prefabricated Community Toilets for Ladies/ Gents	Rs 5 Crores						
14.	The OEMs should give lists of that they have support mechanism either directly or through their authorized channel partners/dealers in India.	Undertaking from the authorized signatory of the OEM/Certificate from Company Secretary of OEM						
16.	The agency should not have incurred any loss during the last 3 financial years, for that audited balance sheets of last 3 years must be submitted.	A self-declaration signed by the Authorized Signatory must be submitted						

In case bidder is an authorized Dealer:

Sl.	Eligibility Criteria	Supporting Documents
1	Should be a Company registered under the Indian Companies Act, 1956 and should have its registered offices in India. It should also be registered with the Service Tax Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation.	Certificate of Incorporation Service tax Registration number, CST & VAT certificate allotted by Sales Tax Department, PAN number etc are mandatory. Attested copies of Articles of Association (in case of registered firm), partnership deed (in case of partnership firm) should be submitted. The details as per Annexure 2 are required to be furnished along with supporting documents
2	A manufacturer's authorization form along with a declaration from OEM	Provide necessary proof as supporting document / MAF in the format specified at Annexure-4
2.1	Agency or its OEM should have prior experience in construction of prefabricated structures using Prefabricated Technology by "Continuous PU Sandwich Panel fixed to Tubular Steel Frame", minimum thousand sqft for authorized dealer and should have executed similar works using the same technology in the last 5 years. Experience of having successfully completed work during the last 3 years ending last day of the month previous to the one in which applications are invited.	<p>Work Orders along with the completion Certificate/satisfactory client Certificate confirming year and Area of activity.</p> <p>Should be supported by self-attested Xerox copy of documents</p>

Sl.	Eligibility Criteria	Supporting Documents						
3	The Agency/Contractor either directly or through their Principal” should have executed similar works successfully to 2 major supplies during last 3 years, to Government Dept/Public Sector Undertaking/Urban Local Body. Similar work shall mean construction of Prefab utilities using Prefabricated Technology by “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame”	Xerox copies of Purchase Orders for having executed 2 major supplies during last 3 years.						
4	Annual sales turnover from sale of products should be as per the table below, during each of the years 2003-14, 2014-15 and 2015-16 for the products of OEM on whose behalf the bid is being submitted.	Copy of audited balance sheet as proof of turnover, highlighting the turnover part along with Statutory Auditor’s certificate for the particular OEM products.						
<table border="1"> <thead> <tr> <th>S.No</th> <th>Equipment</th> <th>Annual Turnover</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Prefabricated Community Toilets for Ladies/ Gents</td> <td>Rs. 2 Crores</td> </tr> </tbody> </table>			S.No	Equipment	Annual Turnover	1	Prefabricated Community Toilets for Ladies/ Gents	Rs. 2 Crores
S.No	Equipment	Annual Turnover						
1	Prefabricated Community Toilets for Ladies/ Gents	Rs. 2 Crores						
5	The Bidder either directly or through Authorised Dealers should have executed at least 2 major supplies and Construction during last 3 years, with a minimum value as mentioned below, to Government Dept/Public Sector Undertaking/Urban Local Body/Service Provider	Xerox copies of Purchase Orders for having executed 2 major supplies during last 3 years.						
<table border="1"> <thead> <tr> <th>SL.</th> <th>Equipment</th> <th>Min. Value of cumulative order in last 3 years</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Prefabricated Community Toilets for Ladies/ Gents</td> <td>25 Lakhs</td> </tr> </tbody> </table>			SL.	Equipment	Min. Value of cumulative order in last 3 years	1	Prefabricated Community Toilets for Ladies/ Gents	25 Lakhs
SL.	Equipment	Min. Value of cumulative order in last 3 years						
1	Prefabricated Community Toilets for Ladies/ Gents	25 Lakhs						
6	The Agency/Contractor either directly or through their Principal” should get a certificate from the OEM that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India.	Undertaking from the authorized signatory of the OEM/Certificate from Company Secretary of OEM						
7	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments.	Certificate from the Company Secretary to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.						
8	Should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by a court or a judicial	A self-declaration signed by the Authorized Signatory should be submitted						

Sl.	Eligibility Criteria	Supporting Documents
	officer, their business activities have not been suspended and they are not the subject of legal proceedings for any of the foregoing.	
9	The agency should not have incurred any loss during the last 3 financial years, for that audited balance sheets of last 3 years must be submitted.	Should be supported by self attested Xerox copy of documents
10	The Agency/Contractor either directly or through their Principal” should have experience of having completed construction of prefabricated utilities for the Government.	Should be supported by self attested Xerox copy of documents
11	The Agency/Contractor either directly or through their Principal” have adequate experience in civil construction works.	Should be supported by self attested Xerox copy of documents
12	The Agency/Contractor either directly or through their Principal” must have executed similar work with continuous sandwich panel technology at multiple locations under a single order.	Should be supported by self attested Xerox copy of documents
13	The Agency/Contractor either directly or through their Principal” must offer panels which have been approved by CBRI Roorke or BMTPC, Delhi.	Should be supported by self attested Xerox copy of documents
14	The Agency/Contractor either directly or through their Principal” must have fire test certificate for sandwich panels for BS 476, Chapter V, VI & VII.	Should be supported by self attested Xerox copy of documents
15	The Agency/Contractor either directly or through their Principal” must have impact strength report on sandwich panels from CBRI Roorke.	Should be supported by self attested Xerox copy of documents

General Conditions:**Note:**

- a) Completeness of tender: All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.
- b) Cutting and making good all damages caused during installation and restoring the same to their original finish.
- c) Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same.
 - a. Painting at site of all exposed metal surfaces of the installation other than pre-painted items and erection shall be however be rectified to the satisfaction of the Engineer-in-charge.
 - b. Temporary shed and storage space required over the storage with locking arrangement thereof, and watch and ward of the materials and completed installation till completion of the work.
 - c. Commissioning of completed installation.
 - d. Detailed drawings, designs and necessary technical details for the proposed work to be submitted along with the tender. Tender without the same will be summarily rejected
- d) Similar work shall mean construction of Prefab utilities using Prefabricated Technology by "Continuous PUF Sandwich Panel fixed to Tubular Steel Frame"
- e) TOOLS FOR HANDLING AND ERECTION
 - a. All tools and tackles required for handling of equipments and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor
- f) Security Deposit shall be worked out and deducted separately for each component corresponding to the estimated cost of the respective components of works.
- g) Deviations, if any, from the tender specifications and/or tender conditions with reasons therefore. It is open to the department whether to accept them or not.

- h) It shall be obligatory on the part of the tenderer of each discipline to sign the tender document of the component work (The schedule of quantity conditions and special condition etc.)
- i) If any tenderer submits false information and/or documents, his Earnest Money Deposit shall be forfeited and he shall also be blacklisted by the department.
- j) Deviations, if any, from the tender specifications and/or tender conditions with reasons therefore. It is open to the department whether to accept them or not.
- k) No bid shall be eligible for evaluation unless a certificate to the effect that the prices being offered are not higher than the prices offered to any government department as on the day of bidding is to be given by every bidder. In case, if at any point of time it is found that the rates offered to The Purchaser are higher than the rates offered to other Department for the similar make & model, the vendor would be liable to pay the differential amount to The Purchaser failing which the MoU shall be cancelled and performance security forfeited.
- l) The Bidders are required to furnish documents to establish their eligibility (as per the format defined in Annexure 12) for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, should be highlighted. If bid is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained. However, The Purchaser reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents. All documents should be submitted in hardcopy (one set) as well as softcopy (one set on read only CD).
- m) Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect or incomplete, their bid shall be summarily rejected and no correspondence on the same shall be entertained.
- n) The Bid Submitted by any Bidder not fulfilling the Eligibility Conditions as per Section 4 above will not be considered. The bidder should also adhere to the Annexure-1 and Annexure-7 with a declaration from an authorized signatory. A copy of Power of Attorney should also be attached along the same.
- o) Each Annexure will be treated as a separate bid for purpose of evaluation, processing and ordering.

9 Technical Evaluation

The technical evaluation will be done for only those bidders who qualify the eligibility criteria.

- a) Technical Evaluation Committee (TEC) set up by The Purchaser will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the bid. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the

Bidders, and shall evaluate the same as per the evaluation criteria specified in this EOI

- b) Technical evaluation would be carried out for each of the item being empanelled. The Technical evaluation criterion will be compliance against the technical specifications mentioned in Volume 2 of this EOI. The decision of the evaluation committee in this regard would be final.

During Technical Evaluation the quoted product shall be physically verified for the required bid specifications, tested for reliability, functionality, benchmarked and other features as decided by TEC / BUIDCo. In case the vendor fails to bring the quoted products within the prescribed limit given by the the Purchaser for evaluation, the bid shall be rejected and EMD forfeited. In case TEC decides to inspect the equipments at Bidder's / OEM's premises, the expenditure on travel and stay will be borne by the Purchaser. The Purchaser may if desired change the evaluation method / procedure as per their convenience and requirement.

- c) If during the technical evaluation, any of the System fails the performance / acceptance testing then no subsequent chance will be given to the Bidder.
- d) In their own interest the bidders are advised to ensure that all the items brought by them for evaluation conform to all tendered technical parameters / specifications and are functional. Systems not meeting complete bid specifications will not be considered for evaluation
- e) For Technical Evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation and consumable required, from their organization for interacting with TEC and evaluation team as and when required. If the required specialist along with proper documentation is not made available by Bidders, then the bids for such defaulting Bidders will be rejected.

10 Financial Evaluation

The Financial proposal of only those bidders who qualify in the technical evaluation would be opened.

- a) The evaluation committee would determine for each item whether the Financial Proposals are complete and unconditional.
- b) The total price indicated in the Financial Proposal shall be considered for this purpose.
- c) Percentage (%) of **taxes** etc. if any, to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the bids and during the validity of the empanelment. Variation in tax rates has to be borne by the Purchaser.
- d) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of Supplies ('Bid Price'). Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work within

the total quoted price shall be that of the bidder. Failure to abide the tender conditions may result into forfeiture of EMD.

- e) Any conditionality included in the financial bid will lead to summary disqualification of the entire bid and forfeiture of the EMD.

11 Empanelment of Bidders

- a) The bidder who has the lowest financial price would be termed as L1 for that particular item. The bidder quoting as second lowest would be L2, L3 and so on
- b) All technically qualified bidders have to match the L1 price of similar specification. The Purchaser reserves the right to waive this condition in certain categories of items/products.
- c) The maximum period allowed for matching the L1 rates by any Bidder will not be more than 7 working days from the date of issuance of offer letter from The Purchaser. If the Bidder fails to match the L1 rates within stipulated time as stated above, the offer will be treated as withdrawn.
- d) If the price difference between L1 and L2 is more than 20%, The Purchaser reserves the right to disqualify the L1 bidder. Final decision will rest with The Purchaser in this regard.
- e) The Purchaser reserves the right to cancel the entire bidding process at any point of time without any justification
- f) The empanelment under this bid, is exclusively for the procurements proposed to be made by The Purchaser during the validity of the empanelment or its extended period of validity
- g) The empanelment will be valid for a period of 36 (Thirty Six) months in the first instance from the date of empanelment. It may be extended for a further period, if required by The Purchaser with mutual consent.
- h) All empanelled Bidders shall have to enter into a written agreement with The Purchaser for honoring all bid conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by The Purchaser on behalf of its client departments.
- i) Any reduction in prices of items due to Government or Company Policy should be passed on to The Purchaser.
- j) In case, if at any point of time it is found that the rates offered to the Purchaser are higher than the rates offered to other Department for the similar make & model, the vendor would be liable to pay the differential amount to the Purchaser failing which the Performance Security will be forfeited and empanelment will be canceled.
- k) In the event of an empanelled Company or the concerned division of the Company is taken over / bought over by another company, all the obligations and execution responsibilities

under the agreement with the Purchaser, should be passed on for compliance to the new company. If the acquiring company does not honor the obligations and the execution responsibilities agreed with the Purchaser, the rate contract with the firm will be terminated and PBG forfeited.

- l) In case any selected L1 bidder does not sign the empanelment within seven days of communication from the Purchaser, the offer would be treated as withdrawn and the bidder's EMD will be forfeited. If other (L2, L3, L4 etc.) bidders refuses to sign the empanelment after matching L1 rates, their EMD will be forfeited and offer will be extended to other qualified bidders to make a panel. Such defaulting bidder may also be debarred from participating in the Purchaser bids for a period of three years.
- m) In case of empanelled bidder is found in breach of any condition(s) of bid or supply order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with the Purchaser.
- n) The bidder should declare their preferred business partner in case they are not bidding directly.
- o) The Purchaser may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- p) Bid Validity Period: The bid shall be valid for a period of 120 days from the date of submission.
- q) The Purchaser reserves the right to suspend the short listing process, accept or reject any or all bid at any stage of the process and or modify the entire process or any part thereof at any time without assigning any reason whatsoever.
- r) Bids are to be submitted in hardcopy (two sets) and Soft Copy (one set) latest by the date and mentioned in Clause 7 in the BUIDCo office as per the address given above in.

12 Instruction to Bidders:

12.1 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the bid documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications

- b) The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD
- c) The bidder must comply with all the terms and conditions given in this document and their offer must be unconditional

12.2 Proposal Preparation Costs

- a) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Purchaser to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) This EOI does not commit the Purchaser to award a contract or to engage in negotiations.
- c) Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- d) All materials submitted by the bidder as a part of the bid will become the property of the Purchaser.

12.3 The Purchaser's right to terminate the process

- a) The Purchaser may terminate the bid process at any time and without assigning any reason and any compensation. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone
- b) This bid does not constitute an offer by the Purchaser. The bidder's participation in this process may result in the Purchaser selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Purchaser to execute a contract or to continue negotiations. The Purchaser may terminate negotiations at any time without assigning any reason.
- c) All materials submitted by the bidder become the property of the Purchaser

12.4 Pre-Bid Meeting

The Purchaser will hold a pre-bid meeting with the prospective bidders mentioned as per the Clause 7.

12.5 Bidder's inquiries and the Purchaser's responses

- a) All enquiries / clarifications from the bidders, related to this EOI, must be directed in writing through email only exclusively to the contact person notified in this EOI document. The queries should be submitted in the following format:

Table 2: Format for submitting queries

Bidder's Name & Address			
S No.	EOI Document Reference(s) (Section & Page Number(s))	Content of EOI requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			

- b) The preferred mode of delivering written questions to the aforementioned contact person would be through email or hardcopy as mentioned in Clause 3 . Telephone calls will not be accepted. In no event will the Purchaser be responsible for ensuring that bidders' inquiries have been received by the Purchaser.
- c) After publication of the EOI, the contact person notified by the Purchaser will begin accepting written questions from the bidders. the Purchaser will endeavor to provide a full, complete, accurate, and timely response to all questions. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any; neither response nor does the Purchaser undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be Displayed on the website of the Purchaser and will not be intimated individually.
- d) No request for clarification from any bidder will be entertained after last date mentioned as per the Table 1 of Section 4.

12.6 Amendment of Bid document:

- a) At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid Document by an amendment.
- b) The amendment will be notified and uploaded on the website of the Purchaser for the information of all intending bidders..
- c) In order to afford prospective Bidders reasonable time in which to take the amendment

into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

12.7 Supplemental information to the EOI:

If the Purchaser deems it appropriate to revise any part of this EOI or to issue additional data to clarify an interpretation of provisions of this EOI, it may issue supplements to this EOI. Any such corrigendum shall be deemed to be incorporated by this reference into this EOI.

12.8 Earnest Money Deposit (EMD):

a) Bidders shall submit, along with their Bids, **EMD of the amount mentioned below** in the form of a Bank Guarantee (as per the format at Annexure 8) only in favor of the Purchaser, payable at Patna, valid for six months. EMD in any other form shall not be entertained. This EMD is irrespective of the number of items quoted for.

SL.	Equipment/Vehicle	Amount of Bid Security (Rs)
1	1. Prefabricated Community Toilets (6 Seater) for Ladies/Gents. 2. Prefabricated Community Toilets (9 Seater) for Ladies/Gents/Children 3. Prefabricated Public Toilets (12 Seater) for ladies/Gents.	2,00,000.00 (Two Lac Only)

- b) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.
- c) Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the successful bidder
- d) The EMD may be forfeited:
- i. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period or finalization of empanelment, whichever is earlier, if any; or
 - ii. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the EOI (refer Annexure-10)
 - iii. Any violation of the conditions of EOI
- e) The EMD shall be submitted with the technical bid in a separately sealed envelope. Bids submitted without adequate EMD will be liable for rejection.

12.9 Submission of Proposal

- a) The bidders should submit their responses as per the format given in this bid in the following

manner:

- Technical Proposal - (1 Original + 1 Copy + 1 CD) in first envelope
 - Financial Proposal - (1 Original) in second envelope
- b) The Response to Technical Proposal and Financial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Financial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c) Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
- d) The two envelopes containing copies of Technical Proposal and Financial Proposal should be put in another single sealed envelope clearly marked "Response to EOI for Empanelment of vendors - < EOI Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".
- e) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g) The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h) In case of any discrepancy observed by the Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- i) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

12.10 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of **120 days** from the date of submission of Tender.

12.11 Purchaser's Rights

- a) The Purchaser reserves the right to cancel this bid or modify the requirement without assigning any reasons. The Purchaser will not be under obligation to give clarifications for the same .
- b) The Purchaser reserves the right that the work can be allocated to any of the empanelled vendors.
- c) The Purchaser also reserves the right to relax any of the terms & conditions of the bid.
- d) The Purchaser, without assigning any further reason can reject any bid(s), found deficit in any manner
- e) The Purchaser also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure. Bidder(s) are, therefore, directed to submit the bid carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the firm.

Refund of EMD

The Earnest Money Deposit (EMD) will be refunded as follows.

- a) In the case of those bidders who fail to qualify the eligibility criteria, the Earnest Money Deposit (EMD) (Refer Annexure-8) will be refunded without any interest accrued immediately thereafter.
- b) In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of TEC's recommendations. (Refer Annexure 13)
- c) In the case of those bidders who are not empanelled, the EMD will be refunded without any interest accrued within one month of the acceptance of TEC's recommendations. (Refer Annexure 13)
- d) In case of those bidders whose bids are accepted for the empanelment, EMD will be refunded on receipt of Performance Bank Guarantee / Security Deposit
- e) Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of the Purchaser, valid for warranty period and shall be renewed by the bidder till Empanelment lasts or the orders placed are executed, whichever is later. No interest will be payable for the Security Deposit.
- f) On completion of the warranty period of ordered items, the Security Deposit without any interest accrued shall be released after ascertaining that satisfactory support has been provided during the warranty period. In case, it is found that appropriate satisfactory support has not been provided by the Bidder, the Purchaser will ensure that the prescribed penalty for the default in service has been realized or shall be recovered from the Bidder out of

already due payments. All penalties imposed by the end user shall be passed onto the bidder on back to back basis.

- g) Bidders applying for refund of EMD shall have to submit an undertaking as per format given at annexure-15 in order to release the EMD

Miscellaneous

- a) The empanelment under this bid is not transferable.
- b) The decision of the Purchaser arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present bid and the Bidder may also be liable to be debarred from bidding for the Purchaser bids in future for a period of at least three years.
- c) Any conditions mentioned in their bids by the bidders which are not in conformity to the conditions set forth in the bid will not be accepted by the Purchaser. All the terms and conditions for the supply, testing and acceptance, payment terms penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the bid should be attested properly by the bidders, failing which the bid will be rejected.
- d) The Purchaser may use this bid for executing any projects anywhere in India during the validity of this bid.
- e) In addition to the supporting technical documents, the enclosures as mentioned in List of Enclosure are required to be submitted with the technical bid.
- f) The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-a-vis urgent commitments. The Purchaser also reserves the right to accept /reject any bid, to cancel / abort bid process and / or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the Purchaser.
- g) Any default by the bidders in respect of bid terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.

Section II: Bid Forms

Annexure 1: Bid Form

(To be submitted on the Letterhead of the responding agency)

(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.
2nd Floor, SFC Building,
Daroga Prasad Rai Path,
R.Block, Patna Patna -800 001

Reference: EOI Notification no BUIDCo/SIU-1/Yo-42/16-83 dated-15.11.2016

Subject: Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar

Dear Sir,

- 1 Having examined the EOI document, we, the undersigned, herewith submit our proposal in response to your EOI Notification no <xxxx> dated <<>> for EOI for Empanelment of vendors for Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar under the Rate Contract to the Purchaser, in full conformity with the said EOI document.
- 2 We have read the provisions of the EOI document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 3 We agree to abide by this proposal, consisting of this letter, the detailed response to the EOI and all attachments, for a period of 180 days from the closing date fixed for submission of proposals as stipulated in the EOI document.
- 4 The Security of Rs. _____ (Rupees _____) submitted by us in the form of a Bank Guarantee may be encased if we do not submit the requisite Empanelment Guarantee for “Empanelment of vendors for Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar under the Rate Contract to BUIDCo”, if we are selected for empanelment.

- 5 We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- 6 We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- 7 Having examined the RFP (Ref. No. xxxxxx dated xxxxx) including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the following items including installation and commissioning in conformity with the said bid in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of this bid:

Sl. No.	Items

- 8 We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule communicated by the Purchaser.
- 9 We agree to abide by this bid for the period of 30 calendar days after the date of empanelment by the Purchaser or any of the addenda and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
- 10 Until a formal contract is prepared and executed, this bid, together with the Purchaser's written acceptance thereof and the Purchaser's notification of award shall constitute a binding contract between us.
- 11 We undertake that, in competing for (and, if the award is made to us, in executing) the above contact, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 12 We agree that the Purchaser will be the Single Point of Contact for us, for the entire goods and services to be delivered by us in case our bid is accepted.
- 13 We understand that the Purchaser is not bound to accept any bid which the Purchaser may receive.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney / Letter of Authorization authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.

Annexure 2: Particulars of the Bidder

SNo.	Information sought	Details to be furnished
1.	Name and Registered address of the bidding Company. Specify Telephone Number, Fax Number, Website address of the bidding Company	
2.	Incorporation status of the firm (public limited /private limited /partnership etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax, income tax, sales tax / VAT.	
8.	Key Person (s) details at Head Office / Registered Office. Specify Name, Designation, Address, Email, Phone nos. and Mobile Number	
9.	Name, Designation, Address, Email, Phone nos. and Mobile Number of Authorized Person for this empanelment	
10.	Classification i.e Manufacturer (OEM), Authorized reseller, please specify	
11.	Number of years experience in manufacturing / reselling the proposed equipments/products	
12.	Turnover from sale of <<quoted products >>.in last 3 years	2015-16 2014-15 2013-14

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Annexure 3: Service Support Details

SNo	State Name	Name, Address & Telephone / Fax the Service Centre	Whether own branch or franchise?
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
10.			
11.			
12.			
13.			
14.			
15.			

Annexure 4: Manufacturer's Authorization Form

(To be submitted on the Letterhead of the OEM)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, SFC Building,

Daroga Prasad Rai Path,

R.Block, Patna Patna -800 001

Patna -800 001

Reference: EOI Notification no BUIDCo/ _____ dated _____

Dear Sir,

We _____ are established and reputed manufacturers of the following items:

- 1) <Name of the Item being supplied>
- 2) <Name of the Item being supplied >

We do hereby authorize M/s _____ (Name & Address of the Vendor) to offer their quotation, negotiate and conclude the contract with BUIDCo against the above invitation for empanelment offer.

We hereby extend our full guarantee, warranty and AMC support as per terms and conditions of the EOI and the contract for the equipment and services offered against this invitation for bid offer by the above firm. In case the above firm defaults on providing the AMC support, we assure that the necessary AMC support will be provided by us to BUIDCo.

Place:

Date:

Manufacturer's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: *The letter of authority should be on the letterhead of the manufacturing firm and should be signed by a competent person of the manufacturer. Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.*

Annexure 5: Manufacturer's Undertaking

(To be submitted on the Letterhead of the OEM)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, SFC Building,

Daroga Prasad Rai Path,

R.Block,Patna Patna -800 001

Patna -800 001

Reference: EOI Notification no BUIDCo/ _____ dated _____

Dear Sir,

We _____ are established and reputed manufacturers of the following

items:

1. <Name of the Item being supplied>
2. <Name of the Item being supplied >

We do hereby agree that we will not refuse supply of items to BUIDCo.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

Place:

Date:

Manufacturer's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: *The letter of authority should be on the letterhead of the manufacturing firm and should be signed by a competent person of the manufacturer. Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.*

Annexure 6: Declaration that the Bidder has not been blacklisted

(To be submitted on the Letterhead of the responding agency i.e. bidder)

(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, SFC Building,

Daroga Prasad Rai Path,

R.Block,Patna Patna -800 001

Patna -800 001

Reference: EOI Notification no BUIDCo/SIU-1/Yo-42/16-83 dated 15.11.2016

Subject: Self-Declaration of not been blacklisted in response to the EOI for Empanelment for Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar

Dear Sir,

We confirm that our company, _____ is not blacklisted in any manner whatsoever by any of the state and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.

Annexure 7: Compliance Letter

(To be submitted on the Letterhead of the responding agency)
(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, SFC Building,

Daroga Prasad Rai Path,

R.Block,Patna Patna -800 001

Patna -800 001

Reference: EOI Notification no BUIDCo/SIU-1/Yo-42/16-83 dated 15.11.2016

Subject: Compliance in response to the EOI for Empanelment for Supply and Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of “Continuous PUF Sandwich Panel fixed to Tubular Steel Frame” at various locations for urban local bodies in Bihar

Dear Sir,

We, _____, hereby agree to comply with the following:

SNo.	Requirements
1.	We have read the provisions of the EOI document and confirm that the Terms & Conditions mentioned in the EOI are acceptable to us. We, further, accept that additional conditions, variations, deviations, assumptions, if any, found in our proposal shall not be given effect to and may even lead to our bid being rejected.
2.	None of the equipment and their components are declared "End-of- Life" by the respective vendors in next <<>> as on date of submission of Bid.
3.	The vendors does not have the right to refuse to supply of items to BUIDCo
4.	The vendors shall provide warranty support to the user department.
5.	The vendors shall provide all the required support for maintenance of Goods as well as repair and or replacement activity after a problem has occurred, as a second level of support, at no additional cost.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note:

1. *The Bidder shall necessarily provide a copy of 'Power of Attorney authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.*
2. *Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.*

Annexure 8: EMD-Format for Bank Guarantee

e-Stamp of Rs 1000

Bank Guarantee: _____ [number of Bank Guarantee]

Date: _____ -

To

Managing Director

Bihar Urban Infrastructure Development Corporation Limited

BUIDCo office, Khadya Bhawan, 2nd floor,

Daroga Prasad Rai Path,

R. Block Road No.-2, Patna-800 001

Patna-800001, Bihar

Phone: 0612-2506109/208

Email : Tenders @buidco.in

Website: <http://www.buidco.in>

(Where in referred to as Employer)

Bank Guarantee :**Date :** _____**Amount :** _____

Whereas M/s _____ **[Name of the entity]** , a _____ **[legal description of entity and statute under which it is incorporated]** having its Registered Office at _____ **[address of Registered Office]** (Hereinafter called the Supplier) has submitted its Technical and Financial proposals for _____ **[name of work/assignment/project]** (Herein after called the Proposal) Dated _____, against the Employer's Notice Inviting Tender (NIT)/ Request for Proposal (RFP) having agreed to furnish a Bank Guarantee to the Employer against Bid Security as Stipulated by the Employer in the Request For Proposal(RFP) Amounting to Rs _____ (Rupees _____ Only)

We **[Name of Bank]**, **[address of the branch issuing bank guarantee]**(Hereinafter called the Bank) having our registered Office at **[address of registered office]** are bound unto Managing Director, Bihar Urban Infrastructure Development Corporation (BUIDCO) (Hereinafter after called the Employer) in the Sum Of Rs _____ **[amount of bank guarantee]** for which the payment will and truly be made to the said Employer, The Bank binds itself as successors and assigns by these Presents.

The Conditions of this obligations are

1. If the Supplier withdraws or amends , impairs or derogates from the proposal in any respect within the period of validity of this Proposal.
2. If the Supplier having been notified of the acceptance of its proposal by the Employer during the period of its validity
 - a) fails or Refuses to Furnish the Performance Security for the due performance Security for the Due Performance of the Contract, OR
 - b) fails or refuses to accept / Execute the Contract. OR
 - c) if it comes to Notice that the Information/Documents Furnished for its proposal is incorrect, False, Misleading or Forged

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

This guarantee will remain in force up to the date (.. days after the period of bid validity) and any demand in respect thereof should reach the bank not later than the above date.

This guarantee is non-assignable and non-transferable.

Notwithstanding anything contained herein above :

- (I) Our Liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ Only)
- (II) This Bank Guarantee shall be valid up to _____ [last date of Proposal Validity].
- (III) We are liable to pay the guaranteed Amount or any part thereof under this Bank Guarantee only if you serve upon us as a written Claim or Demand (and which should be received by us), on or before _____ [.. days after proposal validity period] whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.
- (IV) Supplier shall furnish bank guarantee for EMD In cashable at Patna.

Signature: _____

Signed By: _____

Designation: _____

Annexure 9: Financial Bid Format

Rates should be quoted as per the Technical Specifications.

S#	ItemCode	UnitCost (1)	Taxes in Percenta ge (Pleasesp ecify the breakup of applica ble taxes)	Taxes in INR (Please specify the breakup of applicable taxes) (3)	Total Price with Three years comprehensive warranty 4=1+3

Please Note:

1. For consideration of the financial bid, the rates of excise duty and sales tax/VAT must be quoted as per Col 3 of the above given table. It is mandatory to provide all the required information, otherwise bid will be rejected.
2. There could be two different bidders for each category, i.e. one for three year warranty support and another for five years warranty support. L1 is the bidder quoting least total cost in Column 4 of above tables.
3. A panel of bidders for each configuration will be formed. For this BUIDCo will ask other technically qualified bidders to match the L1 rates for that configuration. Thus by way of giving successive opportunity for matching the L1 rate a panel of bidders will be formed for each technically qualified configuration. The decision of BUIDCo arrived at above will be final for empanelment and no representation of any kind shall be entertained. If none of the bidders L2, L3, L4 agree to match L1 rates then L1 alone shall be on the panel.
4. The above rates are inclusive of packing, forwarding, freight, insurance, installation, Commissioning, warranty or any other charges for supply in Patna/Specified ULB, Bihar
5. BUIDCo, if desire, waive the condition of matching L1 price in certain. Decision on this regard will be taken after receipt of financial bids.
6. The bidder is required to fill in the total price with three years warranty as per the applicability of the item code else their bid will be liable for rejection.\

Authorized Signatory Name:

Date:

Place: SEAL

Annexure 10: Performance Bank Guarantee

BANK GUARANTEE NO.

DATE:

PERIOD OF BANK GUARANTEE: VALID UPTO (36 months from the date of Empanelment)

AMOUNT OF GUARANTEE:.....

To

The Managing Director,

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, SFC Building,

Daroga Prasad Rai Path,

R.Block,Patna Patna -800 001

Patna -800 001

THIS DEED OF GUARANTEE EXECUTED ON THIS _____ Day of _____ 2016 by <Name

of the Bank issuing guarantee> a scheduled bank / corporate body, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favour of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), Bihar Urban Infrastructure Development Corporation Ltd., 2nd Floor, SFC Building, Daroga Prasad Rai Path, R. Block,Patna Patna -800 001, Patna -800 001 (hereinafter referred to as "Beneficiary" which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Empanelment Notification NO. ----- dated -----(Herein after called the "Empanelment Notification") for empanelling M/s. ----- for Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of "Continuous PUF Sandwich Panel fixed to Tubular Steel Frame" at various locations for urban local bodies in Bihar (Hereinafter referred to as 'the Empanelled Agency') stands accepted by the Empanelled Agency.

And whereas to ensure due performance of the obligations to the satisfaction of the beneficiary towards providing support to BUIDCo under the said empanelment and in terms thereof by the empanelled agency as aforesaid, the Guarantor Bank at the request of the Empanelled Agency has agreed to give guarantee as hereinafter provided. The Supplier shall furnish performance security

in cashable at Patna in the form of bank guarantee.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

In consideration of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), the beneficiary, having empanelled the agency for a period of 36 months for providing Construction of prefabricated Community Toilets and Public Toilet using Prefabricated Technology of "Continuous PUF Sandwich Panel fixed to Tubular Steel Frame" at various locations for urban local bodies in Bihar at the specified rates to BUIDCo, we (Name of the Guarantor Bank) do hereby undertake as under:

- a. To indemnify and keep indemnified the beneficiary to the extent of the sum of INR <<>>for the losses and damages that may be caused to or suffered by the beneficiary in the event of non-performance or not meeting the commitments of this empanelment and further undertake to pay immediately on demand to the beneficiary the amount claimed under this guarantee not exceeding INR <<>>without demur and without Beneficiary needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b. The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary or up to (mention date - i.e. 14 months from the date of order) which is earlier.
- c. This guarantee shall not in any way be affected by the change in the constitution of the Empanelled Agency or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary.
- d. Notwithstanding anything contained above the liability of the guarantor Bank under this deed of guarantee is restricted to INR <<>>. This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the beneficiary serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place

For

Date

Authorized Signatories Seal

Annexure 12: Format for Checklist for Eligibility Criteria

Sl.	Requirement	If Included (Yes or No)	Refer to Page No.
1	Bid Form		
2	Incorporation status/Certificate of the firm (public limited /private limited /partnership etc.)		
3	ROC Reference No.		
4	Document proving years of experience in manufacturing/re-sales of proposed equipments		
5	Balance Sheet for last 3 years		
6	CST / VAT certificate allotted by Sales Tax Department		
7	PAN number		
8	Attested copies of Articles of Association (in case of registered firm), partnership deed (in case of partnership firm)		
9	Earnest Money Deposit Certificate		
10	Bid Form		
11	Particulars of the Bidder		
12	Manufacturer's Authorization Form (In case of Vendor)		
13	Service Support Details with Escalation Matrix		
14	Manufacturer's undertaking		
15	Declaration that the bidder has not been blacklisted		
16	Compliance Letter		
17	EMD - Format for Bank Guarantee		
18	Financial Bid Format		
19	Service centers		

Annexure 13: Proforma for Refund of EMD

(On Company's Letter Head)

Dated:

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, SFC Building,

Daroga Prasad Rai Path,

R.Block,Patna Patna -800 001

Patna -800 001

Subject: Refund of EMD of Rs. /- against Tender No

Sir,

The tender proceedings have been done in our presence as per rules and regulations. Both technical and financial bids were scrutinized as per rules. We had participated in the bid and since we have not been the successful bidder, so we request you to kindly release the EMD. It is also undertaken that all the submission made by us/ undertaking/affidavit given are true to the best of our knowledge. We do not have any grievances against the process nor we intent to go into litigation proceedings at a later stage.

We are waiting for your kind confirmation.

In case you need any further clarifications or confirmation, we shall provide the same immediately.

Thanking you and assuring you of our best services and attention at all times, we remain,

Thanking You.

Yours Faithfully (Name
of the Firm)

(Authorized Signatory)

Annexure 14: Comprehensive Annual Maintenance

[REVISED FORMAT TO BE INSERTED]

Sr. No.	Name of OEM/Bidder	Equipment covered under AMC	AMC Charges fo	Amount inclusive of all taxes
			1. First Year 2. Second year 3. Third Year	