

# ***BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.***

(A Govt. of Bihar Undertaking)



**Request for Proposal for Empanelment *of Contractor***

***for***

**WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL  
CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE  
WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21**

**No: BUIDCo/Yo-1712/2020**

**May – 2020**

Managing Director

BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. # RajaPur Pul West Boring Canal  
Road, Patna- 800001 Contact : +0612-2506213,2506109,2506208, Fax: +91-0612-2506132  
Email - [mdbuidco@gmail.com](mailto:mdbuidco@gmail.com), Website : <http://buidco.in>

## **DISCLAIMER**

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

(BUIDCO) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this subject.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BUIDCO or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BUIDCO shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BUIDCO shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

SD/-  
Chief Engineer (PDM)  
BUIDCo, Patna

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## 1 Invitation for Bids – Request For Proposal

	<b>Bihar Urban Infrastructure Development Corporation Limited</b> <small>A Government of Bihar Undertaking</small>		
<p align="center"><b>Request for Proposal for Empanelment of contractor</b>  <b>for</b>  <b>WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21</b></p>			
<b>No. BUIDCo/Yo-</b>		<b>Date:</b>	
(Through e-procurement mode only – <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )			
<p>1. Bihar Urban Infrastructure Development Corporation Limited (BUIDCo), a nodal agency for executing urban infrastructure projects in the state of Bihar, invites Bid for WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21.</p> <p>2. The preferred bidder would be selected through a single-stage two-part competitive bidding process based on evaluation of technical bid. The bidders are expected to submit their proposals in accordance with the instructions provided in the Request for Proposal (RFP).</p>			
<b>Name of work</b>	<b>Bid processing fee (Beltron)</b>	<b>Bid Document Cost</b>	<b>Bid Security (EMD)</b>
WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21	As applicable	Rs. 10,000/-	As per valuation of work at the time of financial bid.
3.	Date of downloading of bid document	:	From <b>18.05.2020</b> to <b>27.05.2020</b> up to <b>03:00 PM</b> Through website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
4.	Date of Pre-bid meeting	:	<b>20.05.2020 at 03:00 PM</b> in BUIDCo Office
5.	Last date and time for receipt of bids	:	Date <b>28.05.2020</b> up to <b>03:00 PM</b> Through website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
6.	Last Date and time for Submission of hard copy of bid	:	Date <b>29.05.2020</b> up to <b>03:30 PM</b>
7.	Time and date of opening technical bids	:	Date <b>29.05.2020</b> Time <b>04:00 PM</b>
8.	Time and date of opening of financial bids	:	To be communicated later on
9.	Place of opening of bid	:	Through website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
10.	Period of bids validity	:	120 days
11.	Officer inviting bids	:	Chief Engineer (PDM)
12.	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 <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> and download/participate in E – tender. All tender queries related to this tender shall be communicated at <a href="mailto:tenders@buidco.in">tenders@buidco.in</a>		
13.	(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 <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> 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". BUIDCo reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.		
14.	The detailed NIT and RFP can be obtained through website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> and <a href="http://www.buidco.in">www.buidco.in</a>		
15.	Any addendum/corrigendum can be seen on website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> and <a href="http://www.buidco.in">www.buidco.in</a> .		
<p align="right"><b>Chief Engineer,</b>  Planning, Design &amp; Monitoring,  BUIDCo, Patna</p>			
<p align="center"><b>Bihar Urban Infrastructure Development Corporation, Near Rajapur Pul, West Boring Canal Road, Patna-800001</b>  (Tel: 0612-2558412 Fax : 0612-2558412, <a href="mailto:pdhqbuidco@gmail.com">pdhqbuidco@gmail.com</a>)</p>			

## 2 Instructions for Online Bid Submission

1. The bidders must have registered in BUIDCO or PMC or PHED, Bihar
2. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and [www.buidco.in](http://www.buidco.in).
3. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164”. Vendor may visit [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
4. Detailed N.I.T can be seen of website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
5. BUIDCO will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
6. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
7. 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](http://www.eproc.bihar.gov.in) and download/participate in e-tender.
8. Those who are not registered in e-tendering systems, they may contact “e- Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164 ” for registration.
9. BUIDCO, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
10. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
11. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
12. In the unlikely event of the server for [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
13. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is

not uploaded then they should click on cancel & update the same

14. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
15. The bidders must use MS Office- 2003 version. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.
16. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
17. In exceptional circumstances, the competent authority, BUIDCO may solicit the Bidder's consent to an extension of the period of validity.
18. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
19. The bidders shall submit their eligibility and qualification details, Technical bid in the online standard formats given for respective tenders in e-Procurement website ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
20. Corrigendum/ Addendum, if any, will be published on the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and [www.buidco.in](http://www.buidco.in).
21. Bidder should submit the Tender Fee, pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP.
22. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
23. A bid processing fee of 1,180 (Non-Refundable) and Tender document/RFP fee of 10,000 to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of BELTRON.
24. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

## **2.1 Request for Proposals**

The Authority invites online proposals (the “Proposals”) for Empanelment of Contractor for Water Supply, Drain, Sewerage and allied civil construction works of very urgent/emergent nature within state of Bihar for Financial year 2020-21 in BUIDCO Area in conformity with the scope of work and other terms and condition as specified in this RFP. The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

## **2.2 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

## **2.3 Sale of RFP Document**

RFP document can be downloaded from the website of [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in). However, the bids of only those Applicants shall be considered for evaluations who have made payment of Rs 10,000/- (Rs Ten thousand only) for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee of Rs 10,000/- (Rs. Ten thousand only) is Non Refundable and is to be paid through Online.

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

## **2.4 Brief description of the Selection Process**

The Authority has adopted a single stage selection process for evaluating the Proposals comprising of technical bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in soft copy online through e-procurement portal. The technical evaluation will be done by evaluating the proposal in response to minimum eligibility criteria as laid out in clause 3.13 for eligibility of applicants and all the firms who satisfy the minimum eligibility criteria will be eligible to be empanelled with BUIDCO for the subject work. Based on this technical evaluation, a list of Empanelled agencies shall be prepared and published on BUIDCO website. In the next stage after this RFP, separate short notice limited tender will be sent to will be floated to the empanelled agencies only asking for financial bids. For that stage only Least Cost Selection will be applicable. The agencies needs to respond to that short tender notices within 48 hours and start the work within 24 hours from the date of issue of work order/ LOA (Letter of Acceptance).

## 2.5 Schedule of Selection Process:

The Authority would endeavor to adhere to the following schedule:

1.	Date of downloading of bid document	:	From <b>18.05.2020</b> to <b>27.05.2020</b> up to <b>03:00 PM</b> Through website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
2.	Date of Pre-bid meeting	:	<b>20.05.2020 at 03:00 PM</b> in BUIDCo Office
3.	Last date and time for receipt of bids	:	Date <b>28.05.2020</b> up to <b>03:00 PM</b> Through website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
4.	Last Date and time for Submission of hard copy of bid	:	Date <b>29.05.2020</b> up to <b>03:30 PM</b>
5.	Time and date of opening technical bids	:	Date <b>29.05.2020</b> Time <b>04:00 PM</b>
6.	Time and date of opening of financial bids	:	To be communicated later on
7.	Place of opening of bid	:	Through website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>

## 2.6 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the BUIDCo Office and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to Chief Engineer.

## 2.7 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

**Date and Time:** As mentioned in NIT

## 2.8 Official Contact for the proposal

All communications including the submission of Proposal should be addressed to:

Chief Engineer(PDM)

BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. # RajaPur Pul West Boring Canal Road, Patna- 800001 Contact : +0612-2506213,2506109,2506208, Fax: +91-0612-2506132

Email - [mdbuidco@gmail.com](mailto:mdbuidco@gmail.com), Website : <http://buidco.in>

## 2.9 The Official Website for submission of online Bid is:

<http://www.eproc.bihar.gov.in>

## 2.10 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:



RFP Notice No. (*as per brief NIT*) Empanelment for contractor of WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21 in BUIDCO Area.

### **Eligible Bidders:**

#### **Basic Eligibility criteria**

- a) An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or equivalent law abroad / Institutions registered under Societies Act/Any Individual/Firm.
- b) Valid PAN card and GST registration in India.
- c) Registered office in India which is operational for at least last five years preceding Proposal due date.
- d) Bidder shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by BUIDCo or state Govt. or Central Govt. or Public Undertaking or any Autonomous Body.

#### **Technical Eligibility**

- a) The Agency shall have successfully completed at least one eligible assignment in last five years. One eligible assignment Project average value at least two (02) crore per year in last five (5) years. Prior experience of working in Bihar will be advantageous.
- b) The Firm should have all equipment's required for Water Supply, Drain, Sewerage and allied civil construction works through own purchase or should have made arrangements for it via leasing or any other method. This has to be substantiated by a self-attested letter on bidder's letter head at the time of bid submission.
- c) Completion certificate must be issued by competent authority of the concerned department i.e Central Government/State Government/PSU only.

**Eligible Assignment:** Experience of construction work of Water Supply/Drainage/Sewerage/Sewerage Treatment Plant/Sewerage Network and allied works in last five (5) years preceding Proposal due date (PDD). Client Agreement as proof of contract value along with work order must be enclosed.

#### **Financial Eligibility**

- a) Average annual turnover of Rs. 02 Crore in last 5 (Five) Financial Years. (2014-15, 2015-16, 2016-17, 2017-18, 2018-2019)

The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors\*\*\*stating its total revenues from supply as stated during each of the 5 (five) financial years preceding the PDD

and the fee received in respect of each of the Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

\*\*\* No separate annual financial statements should be submitted

Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

An Applicant should have, during the last five financial years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making due provision for incorporation of the requested information.

## **2.11 Conflict of Interest**

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

The Authority requires that the Agency provides professional, objective, and impartial solution and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

An Applicant eventually appointed for supply work for this Project shall be disqualified from subsequently providing goods or works or services related to the implementation of any other BUIDCO Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 1 (one) year from the completion of this assignment.

## **2.12 Number of Proposals**

No Applicant shall submit more than one Application for the said work.

### **2.13 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **2.14 Acknowledgement by Applicant**

- It shall be deemed that by submitting the Proposal, the Applicant has:
  - made a complete and careful examination of the RFP;
  - received all relevant information requested from the Authority;
  - acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;
- satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.
- The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

### **2.15 Right to reject any or all Proposals**

- Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
  - at any time, a material misrepresentation is made or discovered, or
  - the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the L1 ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the

next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **2.16 Clarifications**

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process or in pre-bid meeting. The subject shall clearly bear the following identification:

**"Queries concerning RFP for Empanelment for contractor of WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21 in BUIDCO Area."**

- The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official e-Procurement Website ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)) and [www.buidco.in](http://www.buidco.in).
- The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

## **2.17 Amendment of RFP**

- At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.
- All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.
- In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **2.18 PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.18.1 Language**

The Proposal with all accompanying documents (the **"Documents"**) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.18.2 Format and signing of Proposal**

- The Applicant shall provide all the information sought under this RFP. The Authority would

evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.

- The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.
- The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
  - by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix given in this RFP shall accompany the Proposal.

- Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

### **2.18.3 Technical Proposal**

- Applicants shall submit the digitally signed technical proposal online at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) in the formats at Appendix (the “Technical Proposal”).
- While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
  - The Bid Security is submitted as per the provisions laid down in this RFP.
  - All forms are submitted in the prescribed formats and signed by the prescribed signatories ;Power of attorney, if applicable, is executed as per Applicable Laws;
- Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable to be rejected.
- The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it

affect any rights of the Authority hereunder.

- In case it is found during the evaluation that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be disqualification.

#### **2.18.4 Submission of Proposal**

- The Applicants shall submit the Technical Proposal online on website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) as per date and time mentioned in this RFP.
- The Technical Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialed by the person or persons or Authorized Signatory signing the Proposal.
- The completed Proposal must be submitted online on website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. The scanned copy in PDF shall be uploaded on the [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) duly digitally signed.
- The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

#### **2.18.5 Proposal Due Date**

- The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

### **Bid Security**

#### **Bid Security (Earnest Money Deposit)**

- a. Bid Security/EMD will be taken at the time of Financial Bid.
- b. The Bid Security of amount indicated in Data Sheet in favour of “**Managing Director, Bihar Urban Infrastructure Development Corporation Limited**” payable at Patna shall be in the form of Account Payee Demand Draft or Bank Guarantee from any of the **scheduled commercial bank or nationalized bank having its branch in Patna. In case of Demand Draft it shall be payable at Patna and in case of Bank Guarantee it should be** in an acceptable form provided in **Appendix III to Data Sheet**. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period. The Employer shall reject any bid not accompanied by appropriate bid security, as non-responsive.
- c. The bid security of the successful Bidder shall be returned as promptly as possible once he has signed the Contract and furnished the required performance security.
- d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the

contract to successful bidder.

e. The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity.
- (b) if the Successful Bidder fails to:
  - (i) Sign the Contract within required time frame;
  - (ii) Furnish a performance security.

f. Common single Bid Security and RFP Document Fee shall be submitted irrespective of the number of packages for which Bid is submitted.

### **Performance Security**

Performance Security will be taken on the time of financial bid of quoted amount.

- An amount equal to 2% of the contract value in the form of BG/DD/FD/TD and 8% deducted/adjusted from the running bill shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for the entire duration of contract.

### **2.19 EVALUATION PROCESS**

The Authority has adopted a single stage selection process for evaluating the Proposals comprising of technical bids to be submitted by the Applicant. The technical evaluation will be done by evaluating the proposal in response to minimum eligibility criteria as laid out in clause 3.13 for eligibility of applicants and all the firms who satisfy the minimum eligibility criteria will be eligible to be empaneled with BUIDCO for the subject work. Based on this technical evaluation, a list of Empaneled agencies shall be prepared and published on BUIDCO website. In the next stage after this RFP, separate short term notice limited tenders will be sent to the empaneled agencies through e-mail and BUIDCo website [www.buidco.in](http://www.buidco.in) only asking for financial bids. For that stage only Least Cost Selection will be applicable.

### **2.20 FRAUD AND CORRUPT PRACTICES**

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- Without prejudice to the rights of the Authority under above Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an

agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;
  - **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 2.21 PRE-PROPOSAL/PRE-BID CONFERENCE

- Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified in this RFP and within the stipulated time or in pre-bid meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an



authority letter from the Applicant.

- During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **2.22 MISCELLANEOUS**

- The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - consult with any Applicant in order to receive clarification or further information;
  - retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **2.23 Disqualification**

BUIDCO may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted

in proof of the eligibility requirements.

- Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- Failed to provide clarifications related thereto, when sought.
- Declared ineligible by any Department or office of Government of Gujarat for corrupt and fraudulent practices or blacklisted
- Submitted a proposal with price adjustment / variation provision.

### **3 General Conditions of Contract**

#### **3.1 Definitions**

- “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
- “Proposals” means proposals submitted by bidders in response to the RFP issued by BUIDCO for “RFP for Selection Empanelment for contractor of WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21 in BUIDCO Area for the duration of 1 YEAR.”.
- “Competent Authority” means the Municipal Commissioner, BUIDCo, Patna
- “Committee” means the committee formed for the evaluation of the proposals.
- “Contract Price” means the price payable to the agency on the panel of BUIDCO under the Contract for the complete and proper performance of its contractual obligations.
- “Agency” means any private or public entity, which will provide the services to BUIDCO under the contract.
- “Contract” means the Contract signed by the parties along with the entire documentations specified in the RFP
- “Day” means Calendar day
- “Effective date” means the date on which the contract comes into force and effect.
- “GCC” means General Conditions of Contract, specified in this Section of RFP
- “Government” means State Government.
- “BUIDCO” means BUIDCo, 2<sup>nd</sup> Floor, Maurya Lok, Patna –800013, Bihar.
- “Personnel” means professional and support staff provided by the agency.
- “Services” means the work to be performed by the agency pursuant to the selection by BUIDCO and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by BUIDCO.
- Authority/BUIDCO/Company refers to BUIDCo whereas Agency/Service Providers/employer refers to the appointed agency for Cleaning, Desilting, Removal of Obstruction and Maintenance of 9 Big Open and Underground Drains in BUIDCO Area through this bidding process.

#### **3.2 Application:**

These general conditions shall apply to the extent that provisions in other parts of Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of BUIDCO shall be final and binding on the agency.

### **3.3 Standards of Performance:**

The agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this contract as faithful advisor to BUIDCO. The agency shall abide by all the provisions/Acts/Rules etc. related to labour laws and tax laws prevalent in the country. The agency shall conform to the standards laid down in RFP in totality.

### **3.4 Payment Schedule**

- Payment schedule will be shared for different works post this empanelment RFP.

### **3.5 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

### **3.6 Governing Language**

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### **3.7 Sub Contracts**

No Sub Contracting shall be allowed for this project.

### **3.8 Assignments**

The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without BUIDCO's prior written consent.

### **3.9 Performance Assessment**

- This RFP is for Empanelment of Agencies for Emergency Works related to flood (Drain Cleaning/ Desilting, Drain Repair/Construction and Dewatering) in BUIDCO Area.
- BUIDCO shall carry out half yearly review meeting of the empaneled list of bidders in which the services provided by agencies, compliances to the scope of work etc. shall be reviewed and the agencies notcomplying with the tender terms shall be appropriately treated.

### **3.10 Suspension:**

- BUIDCO may, by written notice to agency, suspend all payments to the agency hereunder if the agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.
  - Shall specify the nature of failure

- Shall request the agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the agency of such notice of failure

### **3.11 Force Majeure**

- Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause “Force Majeure” means an event beyond the control of the agency and not involving the agency’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of BUIDCO regarding Force Majeure shall be final and binding on the agency.
- If a Force Majeure situation arises, the agency shall promptly notify to BUIDCO in writing, of such conditions and the cause thereof. Unless otherwise directed by BUIDCO in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.12 Termination**

#### **A. Termination for Default**

- The BUIDCO may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
  - if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the BUIDCO pursuant or
  - if the service provider fails to perform any other obligation(s) under the Contract.
  - If the service provider, in the judgment of the BUIDCO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this Clause:
  - “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - “Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- If the Service Provider fails to conform to the quality requirement laid down.

#### **B. In the event BUIDCO terminates the Contract in whole or in part, BUIDCO may procure the services,**

upon such terms and in such manner as it deems appropriate and the service provider shall be liable to the BUIDCO for any excess costs for such similar Services. However, the service providers shall continue the performance of the Contract to the extent not terminated.

- C. If contractor has not deposited statutory dues for the period exceeding 2 months.
- D. If any such compliant is received from any of reporting head, and the agency has not complied with it, within the term as specified in a query from BUIDCO in this regard.
- E. Terminations for Insolvency
  - BUIDCO may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BUIDCO.
- F. Termination for Convenience
  - BUIDCO by written notice sent to the service provider 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 BUIDCO's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective. The services that is complete and ready for rendering within 30 days after the service provider's receipt of notice of termination shall be accepted by the BUIDCO at the Contract terms and prices. For the remaining services, the BUIDCO may elect:
    - To have any portion completed and delivered at the Contract terms and prices; and/or
    - To cancel the remainder and pay to the service provider an agreed amount for partially completed services and for services previously delivered by the service provider.
    - No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
    - The contract shall be given subject to compliance by you of all the laws of the land, including renewal of registration of its license under Shop & Establishment Act, Contract labour Act etc. and other applicable laws.

### **3.13 Taxes and Duties**

The agency shall fully familiarize themselves about the applicable Domestic taxes (such as GST etc.) on amount payable by BUIDCO under the contract. The agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

### **3.14 Outstanding Dues**

Any amount outstanding for any reason from the agency shall be recovered from the amount of

their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 18 % shall be recovered on it and the agency shall be fully responsible for that. If the company is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

### **3.15 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Patna, Bihar only.

### **3.16 Mandatory field:**

The Bidder/Contractor should submit affidavit along with technical proposal. "If they are debarred or blacklisted by any state Govt/Central Govt/Public Undertaking, they shall not participate in Quotation/Financial bid, if participate in Quotation/Financial bid, they shall not be considered and further legal action shall be initiated.".

### **3.17 Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communications addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

## 4 Special Condition Of Contract

### 4.1 Scope of Work:

Broadly related work for the following category:

- i. Construction of Brick Masonry Manhole.
- ii. Protection Wall, Restoration of road.
- iii. Construction of Brick Masonry drain.
- iv. Construction of RCC Drain
- v. RCC Cover for:-
  - a. Manholes
  - b. Inspection Chamber
  - c. Drain
- vi. CI Manhole cover
- vii. Laying of RCC Hume Pipe (NP2) of different diameter:-
  - a. 300 mm dia
  - b. 450 mm dia
  - c. 600 mm dia
  - d. 750 mm dia
  - e. 900 mm dia and above
- viii. Earth work in excavation
- ix. Earth work in Backfil
- x. Construction of M.S Sluice gas value
- xi. Repair of sluice gate value.
- xii. Desalting of night soil.
- xiii. Brick work
- xiv. PCC work
- xv. Plaster
- xvi. During VVIP programme and emergency programme as per instruction from E/I road restoration and road protection work is involved.
- xvii. Road cutting
  - a. PCC
  - b. Bitumen
  - c. WBM
  - d. Brick flat soling
  - e. Brick Edge soling
- xviii. Leak Repairing work
- xix. Proper hard barricading during flood.
- xx. Laying of Water Supply DI/CI/HDPE/GI pipe laying and commissioning with all materials.



- xxi. Repair of rising and distribution of Water Supply/Sewerage pipe line including suitable joints of all diameters.
- xxii. Installation of new motor pump, starter and related works.
- xxiii. Repair of electrical/diesel pump motor of Drainage/Water Supply.
- xxiv. All type of civil repairs in buildings.

**Detailed Scope of work, place and work duration will be provided at the time of work order by BUIDCO authority.**

#### **4.2 Schedule of Execution:**

This will be provided at the time of floating limited tenders asking for financial bids post this empanelment RFP.

#### **Mode of Payment:**

- This will be provided at the time of floating limited tenders asking for financial bids post this empanelment RFP.

#### **4.3 Contract Period**

The empanelment is valid for year 2020-2021

#### **4.4 Bid Documents**

Bid documents for terms and conditions for execution of work will be provided at the time of financial bid.

#### **4.5 Bill of Quantities (BOQ)**

BOQ will be sent to empanelled agencies/firms/contractors at the time of financial proposal through e-mail Id/website [www.buidco.in](http://www.buidco.in) for financial bids. For that stage only Least Cost Selection will be applicable. The agencies need to respond to that short tender notices within 48 hours and start the work within short period from the date of issue of work order/LOA (Letter of Acceptance) as per direction of BUIDCO authorities.

## **Annexures**

### **Annexure 1 – Pre-qualification bid checklist**

Sl#	Checklist Items	Compliance (Yes or No)
1.	RFP Document fees	
2.	Pre-Qualification Covering letter	
3.	<ul style="list-style-type: none"> <li>• Copy of Certification of Incorporation/Registration Certificate</li> <li>• PANcard</li> <li>• GST registration</li> </ul>	
4.	Audited financial statements for the last five financial years AND Certificate from the Statutory Auditor/ CA	
5.	Declaration of not participating in financial proposal if debarred or blacklisted	
6.	Power of attorney by Bidder	
7.	Work Experience details and Self-certifications, as Applicable	
8.	Work experience at least of single completed work.	
9.	Work experience of ongoing works	
10.	Information of e-mail ID and Mobile No.	

## Annexure 2 – Pre- Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Chief Engineer (PDM)

BUIDCO,

Patna, Bihar

Subject: Empanelment for contractor of WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21 in BUIDCO Area for the year 2020-21.

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

Dear Sir,

With reference to your “Empanelment for contractor of WATER SUPPLY, DRAIN, SEWERAGE AND ALLIED CIVIL CONSTRUCTION WORKS OF VERY URGENT/EMERGENT NATURE WITHIN STATE OF BIHAR FOR FINANCIAL YEAR 2020-21 in BUIDCO Area for the year 2020-21”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

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

b) We have submitted Tender fee of INR [     ]

<<Financial Instrument details>>.

c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.

d) We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by BUIDCO and that we shall remain bound by a communication of acceptance within that time.

e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

f) In the event of acceptance of our bid, we do hereby undertake:

- To supply the machinery and commence services as stipulated in the RFP document
- To undertake the project services for entire contract period from the date of signing of the

contract as mentioned in the RFP document.

- We affirm that the prices quoted are inclusive of design, delivery and discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the BUIDCO may cancel the bidding process at any time and that BUIDCO is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

Incase of any clarifications please contact:\_\_\_\_\_, email, contact no.\_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the Lead bidder) (Printed Name)

Designation

Seal Date: Place:

Business Address:

### Annexure 3 – Brief Company Profile

S No.	Particulars	Description
1.	Name of Bidder	
2.	Registration No., Class and Department/PSU	
3.	Legal status of Bidder (company, Pvt. Ltd., NGO etc.)	
4.	Main business of the Bidder	
5.	Registered office address	
6.	Incorporation date and number	
7.	GST No	
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, email)	
11.	BOQ Cost Details	

#### **Annexure 4– Annual Turnover of last 5 years**

The financial turnover of the company has to be provided as per the following table:

<b>Annual Turnover details (certified)</b>					
<b>S No.</b>	<b>Last five year</b>				
	2018-19	2017-18	2016-17	2015-16	2014-15
<b>Average Annual Turnover</b>				<b>=</b>	

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

## **Annexure 5– Declaration of Non-Blacklisting (To be provided by the affidavit)**

The agencies should submit affidavit along with technical proposal. “If they are debarred or blacklisted by any state Govt/Central Govt/Public Undertaking, they shall not participate in Quotation/Financial bid, if participate in Quotation/Financial bid, they shall not be considered and further legal action shall be initiated.”

## **Annexure 6 – Self-certificate for completed Project of similar nature experience (In Bidding Entity's Letter Head)**

**Major works of similar nature successfully completed in last 03 years:**

<b>Sl.No</b>	<b>Name of client</b>	<b>Brief Description of Works</b>	<b>Value of Work</b>	<b>Date of Start</b>	<b>Date of Completion</b>



## **Annexure 7 – Self certificate for ongoing works**

MAJOR WORKS OF SIMILAR NATURE IN PROGRESS/ONGOING:

<b>Sl.No</b>	<b>Name of client</b>	<b>Brief Description of Works</b>	<b>Value of Work</b>	<b>Date of Start</b>	<b>Present Status</b>

## Annexure 8 – Performance Bank Guarantee

Ref:                      Date

Bank Guarantee No.

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for

<<Name of the assignment>> to BUIDCo (hereinafter called “the BUIDCO”)

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

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at

<Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

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

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

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

This Guarantee shall be valid until <<Insert Date>>) notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to( <Insert Expiry Date>)
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under

this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the  
guarantee will automatically cease.

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

## **Annexure 9 –Format for Power of Attorney to Authorize Signatory**

### **POWER OF ATTORNEY**

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

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

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

Dated this the\_\_day of\_\_2020 (Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:      Witness 2:

*Note: 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.*