



REQUEST FOR PROPOSAL (RfP)
FOR
CONSTRUCTION, INSTALLATION & COMMISSIONING
OF
SOLID WASTE TRANSFER STATIONS AT VARIOUS LOCATIONS
WITH
DEFECT LIABILITY PERIOD OF 1 YEAR
Under
SMARTCITYMISSION (SCM)
IN
KANPUR CITY
(UTTAR PRADESH, INDIA)

Ref No:

Date of Issue : 25/01/2018

Last Date of Submission : 20/02/2018

Employer:-

Kanpur Smart City Limited (KSCL)

Nagar Nigam Mukhyalay, Motijheel,

Kanpur - 208002

Telephone: +91 512 2541258, 2546194.

[Email:ksclkanpur@gmail.com](mailto:ksclkanpur@gmail.com)

SCHEDULE OF RfP PROCESS

Kanpur Smart City Limited (KSCL) would endeavour to adhere to the following schedule from the date of issue of notification during the Process:

Events	Date
Proposal Due Date / last date for submission of the RfP	20/02/2018 at 4:00 PM
Due date for receiving queries	07/02/2018 at 4:00 PM
Pre-Proposal Conference	08/02/2018 at 4:00 PM at Conference Hall, Nagar Nigam Mukhyalay, Motijheel, Kanpur - 208002
Opening of Technical Bids	22/02/2018 at 4:00 PM at Conference Hall, Nagar Nigam Mukhyalay, Motijheel, Kanpur - 208002
Address for communication	Chief Executive Officer, KSCL, Nagar Nigam Mukhyalay, Motijheel, Kanpur - 208002

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The Schedule indicated above is tentative and KSCL may change any or the entire schedule with prior intimation to all bidders.

Instructions for Online Bid Submission

- 1) Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at www.tenderwizard.com/EUP
- 2) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 3) Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
- 4) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 5) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
- 6) The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 7) Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- 8) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 9) 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.
- 10) Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
- 11) Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
- 12) From my tender folder, he may select the tender to view all the details uploaded there.
- 13) It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 14) Bidder should get ready the bid documents to be submitted as indicated in the tender document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same, if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.

- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) 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.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. The very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the bid document including General Conditions of Contract (GCC) without any exception.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 23) The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority well before the bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 25) The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using

buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 28) The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Also, for any further queries, the bidders are advised to send a mail to – ksclkanpur@gmail.com

DISCLAIMER

1. The information contained in this Request for Proposal document (“RfP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Kanpur Smart City Limited (here forth referred to as KSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.
2. Though adequate care has been taken while preparing this RfP, the Bidder shall satisfy himself/itself on receipt of the RfP document, that the RfP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
3. KSCL may modify, amend or supplement this RfP document. Further, this RfP does not constitute a binding offer by the KSCL nor does it constitute a contract. This RfP may be withdrawn or cancelled by the KSCL at any time without assigning any reasons thereof. It may also be noted that the RfP and/or the Agreements and other documents issued along with this RfP may be modified/amended. Such modifications/amendments, if any, shall be intimated to all the Bidders through issuance of Addendum/Corrigendum which will be uploaded in the website.
4. While this RfP has been prepared in good faith, neither KSCL nor its employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused to the Bidder by any act or omission on their part.
5. This RfP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RfP is to provide intending bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RfP. The issue of this RfP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder, as the case maybe, for the Consultancy and the KSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
6. This RfP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
7. This RfP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtain independent advice from appropriate sources.
8. The KSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RfP.

REQUEST FOR PROPOSAL (RfP) FOR CONSTRUCTION, INSTALLATION & COMMISSIONING OF SOLID WASTE TRANSFER STATIONS AT VARIOUS LOCATIONS IN THE KANPUR CITY WITH DEFECT LIABILITY PERIOD OF 1 YEAR

PARTICULARS OF TENDER

Sl. No.	NATURE OF WORK	DESCRIPTION
1	Particular of Work	Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in the Kanpur City with Defect Liability Period of 1 Year
2	Method of Selection	Least Cost Selection (LCS) Method
3	Availability of RfP Documents	Download from www.tenderwizard.com/EUP & kanpursmartcity.in
4	Period of Construction	6 (Six) Months
5	Cost Tender Form (Non-refundable)	INR 10, 000.00 (Rupees Ten Thousand) Only
6	Bid Security/Earnest Money Deposit (EMD) (Refundable)	Rs. 15, 00,000.00 (Rupees Fifteen Lakh) only.
7	Period Of Validity Of Tender	180 days from the last date of submission of the bid
8	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.

1. Invitation for Proposals

1. INTRODUCTION

1.1 Background

- 1.1.1 The Kanpur Smart City Limited, KSCL (the “**Authority**”) is the Special Purpose Vehicle (SPV) formed for executing Smart City Mission (SCM) in Kanpur and as part of this endeavour, the Authority has decided to undertake Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in the Kanpur City with Defect Liability Period of 1 Year (the “**Project**”) and has, therefore, decided to carry out the bidding process for selection of the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in the Kanpur City with Defect Liability Period of 1 Year.				
Sl No.	Prototype No	Name of the Project Site	Quantity	Estimated Project Cost (INR in Lakhs)
1	1	Sutar Khana near Ghanta Ghar	1 Nos	179.48
2	1	Kidwai Nagar near H-Block Jalkal Office	1 Nos	179.48
3	2	Krishna Nagar in front of Zonal Office	1 Nos	180.00
4	2	Chunniganj near Nagar Nigam Workshop	1 Nos	180.00
5	2	Janta Nagar, Police Chowki	1 Nos	180.00
6	2	Panki, Kalyanpur Road	1 Nos	180.00
7	3	Bhairon Ghat	1 Nos	1.27
8	3	Phool Bagh near LIC building	1 Nos	1.27

- 1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 shall be responsible for undertaking the Project under and in accordance with the provisions of agreement (the “**Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include construction of Transfer station at various locations as per the attached design and procurement of machineries mentioned hereto required for carrying out the functions that are envisaged.
- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and

- applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.6 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.2 Brief description of Bidding Process**
The Authority has adopted a Single Stage – Two Rounds selection process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the RfP. Based on this technical evaluation, a list of short-listed Bidders shall be prepared and the financial bid of only qualified bidders shall be evaluated.
- 1.3 Source of Funds:**
The expenditure on this project shall be met from PAN CITY Programme of Smart City Mission (SCM).
- 1.4 Request for Proposal**
The Authority issues RfP document to the intending bidders and invites sealed proposal for Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in the Kanpur City with Defect Liability Period of 1 Year as per the terms of this RfP and as per specifications mentioned herein. The Authority intends to select the bidder through a transparent competitive bidding process in accordance with the procedure set out herein.
- 1.5 Due diligence by Bidders**
Bidders 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 sites, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified herein.
- 1.6 Cost of RfP Document**
The cost of this RfP document which is payable in the form of a demand draft or banker’s cheque for an amount of Rs. 10,000 (Rupees Ten Thousand only) drawn on any Scheduled or Nationalized Bank in India in favour of Chief Executive Officer, Kanpur Smart City Limited and payable at Kanpur. The document fee which is non-refundable needs to be submitted along with the proposal. Any proposal without the requisite fee shall be summarily rejected.
- 1.7 Validity of Proposal**
The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.
- 1.8 Pre-proposal visit and inspection of data**
Prospective Bidders may visit the office of the Authority and the Project site and review the available documents and data at any time prior to Proposal due date. For this purpose, they will provide at least two days’ notice to the Nodal Officer specified below:
Name: Mr. R.K. Singh, Nodal Officer, Smart City, Kanpur Nagar Nigam
Contact No.: +918601800828, 0512-2541258
- 1.9 Pre-Proposal Conference**
Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. The date, time and venue of Pre-Proposal Conference shall be:

Date Time & Venue: Refer the “Schedule of RfP Process”.

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour 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.

1.10 Communications

All communications should be addressed to:

**The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur Nagar Nigam Mukhyalay, Motijheel,
Kanpur
Email: ksclkanpur@gmail.com**

1.11 Submission address for Bids

The bids should be submitted to:

**The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur Nagar Nigam Mukhyalay, Motijheel,
Kanpur
Email: ksclkanpur@gmail.com**

Envelopes should contain the following information to be marked at the top in bold letters:
“REQUEST FOR PROPOSAL FOR CONSTRUCTION, INSTALLATION & COMMISSIONING OF SOLID WASTE TRANSFER STATIONS AT VARIOUS LOCATIONS IN KANPUR CITY WITH DEFECT LIABILITY PERIOD OF 1 YEAR”

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 The DPR of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the DPR shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the DPR.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.4 The Bid should be furnished in the format at Annexure, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder shall deposit a Bid Security of Rs. 15, 00,000.00 (Rupees Fifteen Lakh) in accordance with the provisions of this RFP. The Bidder shall furnish the Bid Security in the form of a Bank Guarantee/FDR/TDR acceptable to the Authority, as per format at Annexure.
- 2.1.6 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refunded as smoothly as possible except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.
- 2.1.7 The Bidder should submit a Power of Attorney as per the format herein, authorising the signatory of the Bid to commit the Bidder.
- 2.1.8 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format provided.
- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

- 2.1.11 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.12 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or

- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.12, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.13 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.14 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents

2.2 Information to bidders

Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RfP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

The Bidder shall submit its Proposal in the form and manner specified in this RfP. The Technical proposal shall be submitted in the form at Annexure – 1 to 7 and the Financial Proposal shall be submitted in the form at Annexure – 8. Upon selection, the Bidder shall be required to enter into an Agreement with the Authority.

2.3 Number of Proposals

No bidder shall submit more than one proposal against this RfP. Any bidder submitting more than one proposal shall be disqualified automatically.

2.4 Cost of Proposal

The Bidders 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.

2.5 Earnest Money Deposit/Bid Security

The proposal should be accompanied by a Bid Security/Earnest Money Deposit of Rs.15,00,000.00 (Rupees Fifteen Lakh only). The Bid Security/EMD shall be kept valid throughout the period of 180 (one hundred and eighty) days and 45 days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by Authority. Any extension of the validity of the Bid Security/EMD as requested by Authority shall be provided within 7 (seven calendar) days prior to the expiry of the validity of the Bid Security/EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. KSCL reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the Bid Security/EMD in line with the provisions of this clause.

2.5.1 The Bid Security/ EMD shall be in the form of a FDR/TDR/Bank Guarantee issued by a Nationalized/Scheduled Bank drawn in favour of the Chief Executive Officer, Kanpur Smart City Limited, payable at Kanpur as per the specified format herein. KSCL shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.

2.5.2 The Bid Security will be returned as promptly as possible of all the unsuccessful Bidders. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security in accordance with the provisions of the Agreement. In addition to the above, KSCL will within 60 days release all Bid Securities in the event KSCL decides to terminate the bidding proceedings or abandon the Project.

2.5.3 KSCL shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. KSCL shall reject the bid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by KSCL; or if the bid is not as per the Format(s) provided in the RfP document. The entire Bid Security/EMD shall be forfeited in the following cases:

2.5.3.1 If the Bidder withdraws its bid;

2.5.3.2 If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;

2.5.3.3 If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favour of KSCL or fails to sign the Agreement within the stipulated timeframe.

2.5.3.4 If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this RfP.

2.6 Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

2.7.1.1 Made a complete and careful examination of the RfP;

2.7.1.2 Received all relevant information requested from the Authority;

2.7.1.3 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 in Clause 2.4 above;

2.7.1.4 Satisfied itself about all matters, things and information, including matters referred to in Clause 2.4 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

2.7.1.5 Acknowledged that it does not have a Conflict of Interest; and

2.7.1.6 Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error 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.

2.8 Right to reject any or all Proposals

2.8.1 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 without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.8.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

2.8.2.1 at any time, a material misrepresentation is made or discovered, or

2.8.2.2 The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.8.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the L1 Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.8.4 The Bid is not accompanied by documents and annexure required to be submitted in accordance with the RfP document; or

2.8.5 Failure to comply with the requirements of this RfP document; or

2.8.6 Any Bid that is received after the Proposal Due Date; or

2.8.7 Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RfP may send their queries to the Authority in writing as mentioned in Clause 1.10, before the date mentioned in the Schedule of RfP Process given herein.
- 2.9.2 The responses will be addressed during pre-proposal meeting.
- 2.9.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Amendment of RfP

- 2.10.1 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 the, modify the RfP document by the issuance of Addendum/ Corrigendum and the amendments will be posted on the e-procurement/official website and will be binding on all Bidders.
- 2.10.2 In order to afford the Bidders 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.

2.11 Proposal Due Date

- 2.11.1 Proposal should be submitted on or before the proposal due date specified at Schedule of RfP process at the address specified herein in the manner and form as detailed in this RfP.

2.12 Late Proposals

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

2.13 Modification/ Substitution/ withdrawal of Proposal

- 2.13.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to proposal due date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the proposal due date.
- 2.13.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate at the address of submission specified.
- 2.13.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.14 Performance Security

The Bidder, by submitting its Application pursuant to this RfP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RfP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If the bidder engages in any of the Prohibited Practices specified in this RfP;
- (b) If the Bidder is found to have a Conflict of Interest as specified herein; and
- (c) If the selected Bidder commits a breach of the Agreement.

2.15 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with

the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.16 Clarifications

- 2.16.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.16.2 If the Bidder does not provide clarifications sought under Clause 2.15.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.17 Indemnity

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

2.18 Letter of Award

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next best Bidder may be considered.

2.19 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period as agreed between the Authority and Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.20 Commencement of Assignment

The Selected Bidder shall commence the Assignment within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Successful Bidder fails to either sign the Agreement as specified in Clause 2.18 or commence the assignment as specified herein, the Authority may invite the next best Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.21 Fraud and corrupt practices

- 2.21.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RfP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, 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 Bidder's Proposal.

- 2.21.2 Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, 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 Bidder or Successful Bidder 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 Bidder or Successful Bidder, 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.
- 2.21.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 2.21.4 "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 consultant/ adviser of the Authority in relation to any matter concerning the Project;
- 2.21.5 "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 2.21.6 "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;
- 2.21.7 "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 (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.22 Non-Discriminatory and Transparent Bidding Proceedings

KSCL shall ensure that the rules for the bidding proceedings are applied in a non-discriminatory, transparent and objective manner. KSCL shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition

2.23 Miscellaneous

- 2.23.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Kanpur** shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- 2.23.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 2.23.3 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;
- 2.23.4 consult with any Bidder in order to receive clarification or further information;
- 2.23.5 retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- 2.23.6 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 2.23.7 It shall be deemed that by submitting the Proposal, the Bidder 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.
- 2.23.8 Unless otherwise specified, the RfP Document shall mean the complete set of documents along with all Annexure and subsequent Addendum/Corrigendum, if any.
- 2.23.9 Authority will not be responsible for any delay, loss or non-receipt of bids sent by post / courier. Further, Authority shall not be responsible for any delay in receiving the Proposal and reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.
- 2.23.10 Further, the complete proposal must be submitted with all pages numbered serially, along with an index of submissions, Bid Processing Fee and Bid Security/EMD. The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid. The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.
- 2.23.11 All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- 2.23.12 The Authority will not return any submissions made hereunder. Bidders 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 Bidders in their previous experience record.
- 2.23.13 The bidder is expected to estimate and analyse the Geo-Technical characteristics and related surveys if required of the site, to acquaint themselves for clearances required for installation from State/Central Pollution Control Boards/ State or Central Departments and other statutory bodies as and when required, the local conditions and is free to carry out further investigations as may suit him for the purpose of understanding the Project and submitting the Bid.
- 2.23.14 The Selected Bidder would ensure compliance of all the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreement.
- 2.23.15 The confirmation and cross checking of the details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

2.23.16 During the execution the bidder is responsible for safety and insurance of their staff, workers and daily wages labourers. All applicable law of land is to be followed by the bidder. The bidder shall be held responsible in all respect in case of default.

2.23.17 The bidder will be responsible for incorporating all safety aspects & meeting up the desired service levels.

B. DOCUMENTS

2.24 Contents of the RFP

2.24.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Annexure

- I. Cover Letter comprising the Bid – Annexure -1
- II. Power of Attorney for signing of Bid – Annexure -2 (A)
- III. Power of Attorney for Lead Member of Consortium – Annexure -2 (B)
- IV. Format of Disclosure -Annexure -3
- V. Format for Affidavit for Non-criminality – Annexure -4
- VI. Format for Anti-Collusion Certificate – Annexure -5
- VII. Format for Bid Security – Annexure -6
- VIII. Format for Project Experience – Annexure - 7
- IX. Financial Bid format – Annexure - 8

2.24.2 The draft Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

C. PREPARATION AND SUBMISSION OF BIDS

2.25 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 all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.26 Format and Signing of Bid

- 2.26.1 The Bidder 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.
- 2.26.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RfP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.26.3 The Proposal, and its copy, shall be typed or written in indelible ink, signed by the authorised signatory of the Bidder who shall initial each page, in blue ink and properly bounded. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:
 - 2.26.3.1 by the proprietor, in case of a proprietary firm; or
 - 2.26.3.2 by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - 2.26.3.3 by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a Corporation;
- 2.26.4 Bidders should note the Proposal due date as specified above, 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 received by the closing time of Proposal due date. Bidders 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.

2.27 Preparation of Proposal

- 2.27.1 The Bidder would provide all the information as per the Bidding document. KSCL reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.
- 2.27.2 The currency for the purpose of the Bid shall be Indian Rupees.
- 2.27.3 The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed as stated in Clause 1.10 hereinabove and should bear the name of the project. The contents of both the envelopes is explicitly mentioned below:

Envelope 1: Technical Bid shall consist of the following:

- a. Covering Letter as per prescribed Format
- b. Bid Processing Fee Demand Draft / Bankers' Cheque (Non-refundable)
- c. Earnest Money Deposit – FDR/TDR/Bank Guarantee (Refundable)
- d. Technical Bid Submission Forms
- e. Bidder Information Form
- f. Anti-collusion undertaking

- g. RfP document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.
- h. Certificate of Incorporation/ Trade License
- i. Power of Attorney issued by the Bidding Company in favour of the person signing the Bid, in the form attached hereto.
- j. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Annexure-2 (B); and

Envelope 2: Financial Bid shall consist of the following:

Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein Annexure 8. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

2.28 Sealing and Marking of Bids

- 2.28.1 The Bidder shall submit the Bid in the format specified herein and seal it in an envelope and mark the envelope as “BID”.
- 2.28.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosure of the Bid”. The documents shall include:
 - a) Letter comprising Bid in the format at Annexure – 1;
 - b) Power of Attorney for signing of Bid in the format at Annexure-2 (A);
 - c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Annexure-2 (B); and
 - d) Format of Disclosure -Annexure -3
 - e) Format for Affidavit for Non-criminality – Annexure -4
 - f) Format for Anti-Collusion Certificate – Annexure -5
 - g) Bid Security in the format at Annexure- 6;
 - h) Format for Project Experience – Annexure -7
 - i) A copy of the draft Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- 2.28.3 A true copy of the documents accompanying the Bid, as specified herein above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.
- 2.28.4 All the envelopes specified herein above shall be placed in an outer envelope, which shall be sealed. Each of the envelopes shall clearly bear the following identification:
“PROPOSAL FOR CONSTRUCTION, INSTALLATION & COMMISSIONING OF SOLID WASTE TRANSFER STATIONS AT VARIOUS LOCATIONS IN THE KANPUR CITY WITH DEFECT LIABILITY PERIOD OF 1 YEAR”
 and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.
- 2.28.5 Each of the envelopes shall be addressed to:

Designation Chief Executive Officer, KSCL
 Address: Nagar Nigam Mukhyalay, 3rd Floor, Moti Jheel,
 Kanpur – 208002, Tel.: +91 512 2541258, 2546194

E-mail address ksclkanpur@gmail.com

- 2.28.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.28.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.28.8 Each of the envelopes shall indicate the complete name, address, telephone number and fax number/E-mail of the Bidder.

2.29 Bid Due Date

- 2.29.1 Bids should be submitted before the time specified on the Bid Due Date at the address provided in Clause 2.27.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified herein.
- 2.29.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders by displaying it in its website.

2.30 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.31 Contents of the Bid

- 2.31.1 The Bid shall be furnished in the formats at Annexure and shall consist of a Financial Bid to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the financial offer to undertake the Project in accordance with this RFP and the provisions of the Agreement.
- 2.31.2 Generally, the Project will be awarded to the Lowest Bidder.
- 2.31.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.31.4 The proposed Agreement shall be deemed to be part of the Bid.

2.32 Modifications/ Substitution/ Withdrawal of Bids

- 2.32.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.32.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.31.1, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.32.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.33 Rejection of Bids

- 2.33.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.33.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.34 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.35 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.36 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.37 Bid Security

- 2.37.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to hereinabove in the form of a Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank in India in favour of the Authority in the format provided and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.37.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.37.3 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.37.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- 2.37.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.37.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.37.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, if
- a) a Bidder submits a non-responsive Bid;
 - b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - d) the Selected Bidder fails within the specified time limit -
 - i) to sign and return the duplicate copy of LOA; or
 - ii) to sign the Agreement; or
 - iii) to furnish the Performance Security within the period prescribed therefor in the Agreement.
 - e) the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids as per the schedule specified in the Schedule of RfP Process and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
 - (a) it is received as per the format at provided in the Annexure;
 - (b) it is received by the Bid Due Date including any extension thereof;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated;
 - (d) it is accompanied by the Bid Security as specified;
 - (e) it is accompanied by the Power(s) of Attorney as specified, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.33, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest financial offer shall ordinarily be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 3.3.2 In the event that two or more Bidders quote the same lowest financial offer, the technical scores of the tied bidders will be compared and the bidder whose technical score is highest amongst the tied bidder will be declared as the Selected Bidder.
- 3.3.3 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lowest as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third Lowest Bidder shall be the Selected Bidder.
- 3.3.4 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 3.3.5 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the selected bidder to execute the Agreement within the period prescribed by the Authority. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

3.5 Eligibility Criteria:

3.5.1 Registration:

- a. The bidder shall be an entity incorporated under the Indian Companies Act, 1956/2013 or shall be a firm with a valid registration certificate/Trade License/State PWD/CPWD/MES. A copy to this effect must be submitted.
- b. The Bidder must have a valid Goods & Service Tax (GST) registration in India. The Consultant shall be required to submit a copy of its registration certificate along with the Proposal.
- c. The consultant must have an operational office for the last three years in India.
- d. Document of Income tax registration with PAN CARD is required.
- e. Labour department registration or any other statutory registration required.

3.5.2 Financial Eligibility:

Minimum Average Annual Turnover: Indian Rupees 10 Crores in the last three financial years 2014-15, 2015-16 and 2016-2017. A Certificate from the Chartered Accountant to this effect must be submitted.

3.5.3 Technical Eligibility:

The bidder shall over the past 3 years preceding the Proposal submission due date, demonstrate experience in minimum 2 Nos. of relevant assignments at Governmental levels (Central/State/Municipal/PSUs) having each value of at least 160 lakh.

3.6 Guidelines for evaluating Technical Proposals:

Sl. No	Technical Details Required	Marking Criteria
1	List of the Government departments in which similar types of projects already completed or in progress. Performance certificate copies and order copies issued by the competent authority should be submitted.	30
2	Completion of similar nature of project: (i) 10 marks for every completed projects subject to the max of 30 marks. (ii) 5 marks each for project which is atleast 50% complete subject to the max of 30 marks.	30
3	Preference will be given to the firms having ISO: 9001-2008 Certification or similar certificate	10
4	Details of staff and their qualifications to be deputed for the project at least one Junior Engineer & Site Surveyor.	10
5	Details of machinery, equipment machinery etc. in possession/owned	10
6	Preference will be given to firms having JV with OEMs/Authorized Dealer	10
	TOTAL	100

Any bidder scoring 60 marks and above shall qualify for the Financial Bid opening.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, 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 Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder 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 Bidder 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 practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding 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 Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, 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 Bidding Process); or (ii) save and except as permitted under the Clause 2.1.13 of this RFP, engaging in any manner whatsoever, whether during the Bidding 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 adviser of the Authority in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) “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 Bidding Process; or (ii) having a Conflict of Interest; and
 - e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts in Kanpur at Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Authority in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
- i. suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. retain any information and/or evidence submitted to the Authority by on behalf of and/or in relation to any Bidder; and/or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 **Terms of Payment**

SCHEDULE OF MILESTONE PAYMENTS

Sl. No	Milestone	% of Total Contract Value
1	Completion of basic structure i.e. R.C.C. framework and peripheral brickwork from basement to top of the building	25%
2	Completion of finishing work i.e flooring, plastering, internal brickwork, interior & exterior painting, doors, windows, exteriors, driveway, landscaping, area lighting etc	25%
3	Installation and Commissioning of Stationary Compactors	30%
4	Final Commissioning of the Transfer Station	10%
4	At the End of defect liability period (1 Year)	10%
Total		100%

7. SCOPE OF WORK

Essential Details of Items / Services required

7.1 Scope of Project/ Objective of the Project:

7.1.1 Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in the Kanpur City with Defect Liability Period of 1 Year. The Civil Structure to be constructed shall be constructed using First Class materials as per the state Schedule of Rates.

7.1.2 The Scope of work also includes the following works:

Site filling/ Levelling	The detail is attached in the Annexure-9
Earth Compacting	
Filling of Aggregate / PCC bed	
CC & RCC Work as per drawing	
Brickwork as per drawing	
Finishing Work including Plastering ,Painting &Tile work	
MS Truss work on hollow pipe for roofing	
ACP Cladding as per drawing wherever applicable	
Aluminum Roofing	
MS Rolling shutter	
DG Set as per specification	
Compactors as per specification	
Fixing of Compactors (including required bolt, nuts, fixing arrangements)	

The successful bidder may also carry out the following works:

- Detailed topographical survey and preparation of contour plan of the site
- Site clearance and preparatory works
- Excavation, as per requirement
- Greenbelt development/ compensatory greenbelt development
- Washing area and water storage
- Vehicle minor repair/ maintenance area
- Office/ admin room/ Toilet/ washroom
- Control boundary wall along the periphery
- Wastewater disposal mechanism
- Water pump and other electro-mechanical items, as applicable
- Site restoration, utility shifting work, if any

7.1.3 Design & Specifications: Please refer ANNEXURE-9.

7.2 Scope not exhaustive

The Scope of Services specified in the Clause above are not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project feasibility technically and financially.

7.3 Completion Time Schedule

7.3.1 The work covered under this Bidding Document and, in particular, in the Technical Specifications of the Bidding Document shall be commissioned at the Site within the completion period i.e, 6 months specified in the Technical Specifications from the effective date of Contract.

- 7.3.2** In case the Successful Bidder fails to achieve the completion of the commissioning and establishing agreed guaranteed technical parameters within the period specified in the Technical Specification from the effective date of Contract, the Authority, without prejudice to its other remedies under the contract, shall levy a penalty on the Bidder at the rate of one percent of the Contract Price per week of delay or part thereof subject to maximum of ten percent of the Contract Price. Once the maximum is reached, KSCL may consider termination of the contract.
- 7.4 Special conditions of contract:**
- 7.4.1** The contractor shall ensure presence of at least one site in charge/supervisor in the area all the time for better control.
- 7.4.2** The contractor shall deploy adequate resources, tools and tackles etc. so as to suit the smooth functioning of works and shall submit the list of the equipment he proposes to deploy with standardization.
- 7.4.3** There must be 1 year comprehensive Defect Liability Period (DLP) from the date of completion of work/handing over to Kanpur Smart City Limited, Kanpur.
- 7.4.4** During DLP, in case of any written report from Kanpur Smart City Limited about any manufacturing defect, if not rectified within Seven Days from the day of written report, KSCL will impose penalty of Rs 500.00 per day.
- 7.4.5** Under the definition of warranty, the manufacturing defects/faults liability shall be covered with all the items in the executed work including all parts of civil works/on site construction.
- 7.4.6** During the one years of Operation & Maintenance, entire project will be maintained by the successful Bidder. Machines, Materials, Equipment and labours are to be arranged by the successful bidder.
- 7.4.7** If there is some damage to the structure made, the repair work shall be executed by the tenderer immediately
- 7.4.8 Advance Payments.** No advance payment(s) will be made.
- 7.4.9 Transfer and Sub-letting:** The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose off the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.
- 7.4.10 Warranty.** The following Warranty will form part of the contract placed on successful bidder.
- (a) The bidder warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- (b) The Bidder commits for a period of 1year from the date of acceptance of stores by joint receipt inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- (c) If within the period of warranty, the goods are reported by the authority to have failed to perform as per the specifications, the bidder shall either replace or rectify the same free of charge, within a maximum period of 10 days of notification of such defect received by the bidder. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs or defect liability period shall be provided free of cost by the bidder. The bidder also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the authority and the bidder. Spares required for post defect liability period shall be chargeable.
- 1.1.1 Fall clause.** The following fall clause will form part of the contract placed on successful bidder.
- (a) The price charged for the stores supplied under the contract by the bidder shall in no event exceed the lowest prices at which the bidder sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Bidder reduces the sale price, sells or offer to sell such stores to any person/ organization including the Authority or any Deptt. of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The bidder shall furnish the following certificate to the Authority along with each bill for payment for supplies made against the Rate contract – *“We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the Government under the contract”*.

1.1.2 Franking clause. The following Franking clause will form part of the contract placed on successful bidder.

(a) **Franking Clause in the case of Acceptance of Goods** - “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the authority under the terms and conditions of the contract”.

(b) **Franking Clause in the case of Rejection of Goods** - “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Authority in any manner. The goods are being rejected without prejudice to the rights of the authority under the terms and conditions of the contract.”

7.4.11 Specification. The following Specification Clause will form part of the contract placed on successful bidder. The bidder guarantees to meet the specifications as per RFP and design proposal submitted and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Authority as per modifications/requirements recommended. All technical literature and drawings shall be amended as the modifications by the bidder before execution to the Authority. The Bidder, in consultation with the Authority, may carry out technical up-gradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings, and repair and maintenance techniques along with necessary tools as a result of up-gradation / alterations will be provided to the authority free of cost within 60 days of affecting such up-gradation/alterations.

7.4.12 Quality Assurance. Bidder would provide the Standard Acceptance Test Procedure (ATP) within 1 month of the date of contract. Authority reserves the right to modify the ATP. Bidder would be required to provide all test facilities at his premises for acceptance and inspection by Authority. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

7.4.13 Inspection agency: Item should meet ISO/ISI standard specification. Inspection will be carried out by KSCL.

7.4.14 Inspection Authority. The Inspection will be carried out by an Officer / Agency / Institution detailed by the Chief Executive Officer, Kanpur Smart City Limited. The mode of Inspection will be User Inspection. The items will be subjected to detailed Acceptance Testing Procedure (ATP) to test individual components and successful integration of all components. The vendor and the user will work out the details of the procedure jointly. The specifications of the equipment should be in conformity with the details provided by the vendor and as per the given specifications. The user would issue an Acceptance Certificate on successful

completion of acceptance testing after delivery. The date of issuing the Acceptance Certificate would be deemed to be the date on which the warranty will commence.

ANNEXURE

ANNEXURE – 1

**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION
(On the Letterhead of the Bidder/Lead Member)**

Date:

To
**The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur**

Sub: “Request for Proposal for Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in Kanpur City with Defect Liability Period of 1 Year”

Dear Sir,

Being duly authorized to represent and act on behalf of Applicant, I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RfP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of 180 days from the Proposal Due Date and the Bid Security shall be valid for the same period.

Dated thisDay of2018

Name of the Bidder/Lead Member

Signature of the Authorised Person

.....

Name of the Authorised Person

.....

Designation of the Authorised Person

ANNEXURE – 2 (A)

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)**

POWER OF ATTORNEY

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid for supply & installation of Open Air Gym (Outdoor) equipment at various locations in the Kanpur city with defect liability period of one year & operation and maintenance of five years (the “Project”), including signing and submission of all documents and providing information / responses to KSCL representing us in all matters in connection with our bid for the said Project including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

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

For (Signature)

(Name, Title and Address)

..... (Signature)
(Name, Title and Address of the Authorized representative)

Witnesses:

- 1.
- 2.

Accepted

..... (Signature)
(Name, Title and Address of the Authorized representative)

Notarised

ANNEXURE – 2 (B)
FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)
POWER OF ATTORNEY

Whereas the (the “Authority”) has invited bids from qualified bidders for the Project (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Agreement is entered into with the Authority.

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

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

ANNEXURE – 3

**Format of Disclosure
[On the letter head of bidding Company/Lead Member]**

Disclosure

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

SI No	Name of the Company	Relationship

In case there is no such company in the column “name of the company” write “Nil”.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

**Signature of Chief Executive
Officer/Managing Director**

ANNEXURE – 4

Format for Affidavit for Non-criminality

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its directors have abandoned any work in India or any contract awarded to us or such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by KSCL to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the KSCL.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

ANNEXURE – 5

**FORMAT FOR ANTI-COLLUSION CERTIFICATE
(On the letter head of the Applicant/Lead Member)**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of2018.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

ANNEXURE – 6

FORMAT FOR BID SECURITY

In consideration of the Kanpur Smart City Limited (hereinafter called “KSCL” which expression shall include any entity which KSCL may designate for the purpose) having agreed, inter alia, to consider the bid of (Hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project/s (in lieu of the Bidder being required to make a cash deposit, we[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligator and not as surety only to KSCL without protest or demand and without any proof or condition the sum of Rs. (in words).

1. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from KSCL stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RfP. Any such demand made on the Bank by KSCL shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under this Guarantee shall be restricted to an amount not exceeding Rs (in words).

2. We, the Bank unconditionally undertake to pay to KSCL any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to KSCL under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and until 1700 hours on the date which falls 90 days beyond the Proposal Validity period i.e.(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by KSCL in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

4. We, the Bank further agree with KSCL shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the RfP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by KSCL against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RfP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of KSCL, or any indulgence given by KSCL to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

5. To give full effect to the obligations herein contained, KSCL shall be entitled to act against the Bank as primary obligator in respect of all claims subject of this Guarantee and it shall not be necessary for KSCL to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligator.

6. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or KSCL.

7. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of KSCL writing.

Notwithstanding anything contained herein.

a) Our liability under the Bank Guarantee shall not exceed (in word).

b) The Bank Guarantee shall be valid upto [date].

c) Unless acclaimed or a demand in writing is made upon us on or before ----- all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name)

(Signature)

(Date)

By the hand of Mr.

(Name of authorized signatory)

Designation

Note: Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

ANNEXURE – 7

**FORMAT FOR PROJECT EXPERIENCE
(On the Letterhead of the Applicant/Lead Member)**

Date:

To
The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur

Sub: “Request for Proposal for Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in Kanpur City with Defect Liability Period of 1 Year”

TECH 1- To be used for non-completed projects.

<u>Sl.No</u>	<u>Name of the Project</u>	<u>Name of the Employer</u>	<u>Cost of the Project</u>	<u>Status of Work</u>	<u>Document Attached</u>
<u>1</u>			INR.....	Completed, Partially Complete (.....%),	Work Order, Completion Certificate etc
<u>2</u>					
<u>3</u>					

TECH 2 – To be used for completed projects.

<u>Sl.No</u>	<u>Name of the Project</u>	<u>Name of the Employer</u>	<u>Cost of the Project</u>	<u>Document Attached</u>
<u>1</u>			INR.....	Work Order, Completion Certificate etc.
<u>2</u>				
<u>3</u>				

Dated this.....Day of2018.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorized Person

ANNEXURE – 8

Financial Bid format

PROPOSAL FOR CONSTRUCTION, INSTALLATION & COMMISSIONING OF SOLID WASTE TRANSFER STATIONS AT VARIOUS LOCATIONS IN KANPUR CITY WITH DEFECT LIABILITY PERIOD OF 1 YEAR

(On the letterhead of the Bidder/Lead Member)

**To,
The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur**

Sub: Financial Bid for Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in Kanpur City with Defect Liability Period of 1 Year

Sir,

In pursuant to the above, we are proposing the following:

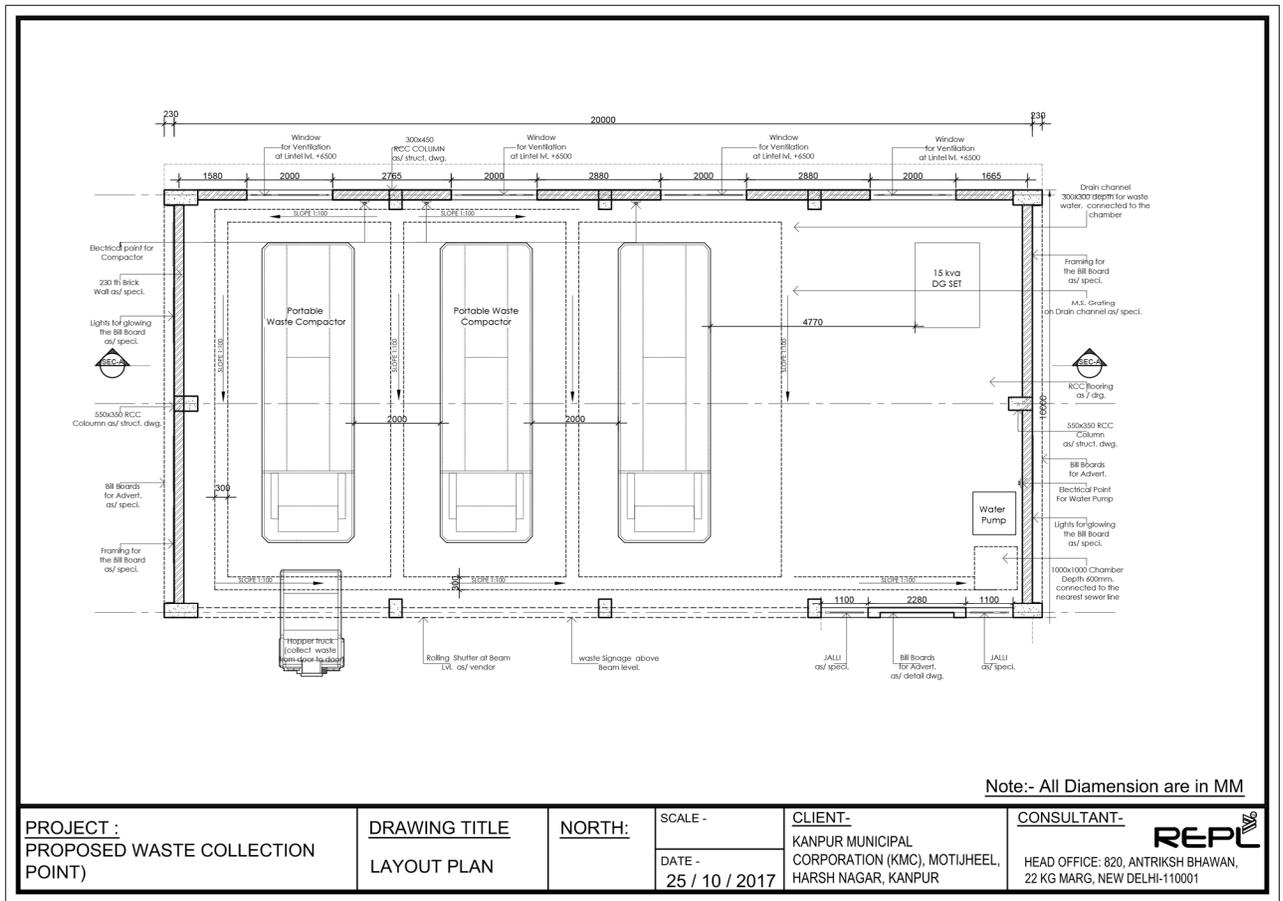
Sl. No.	Component of Project	Amount in words (Rs. in INR)	Amount in figures (Rs. in INR)
1	Cost for Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in Kanpur City with Defect Liability Period of 1 Year		

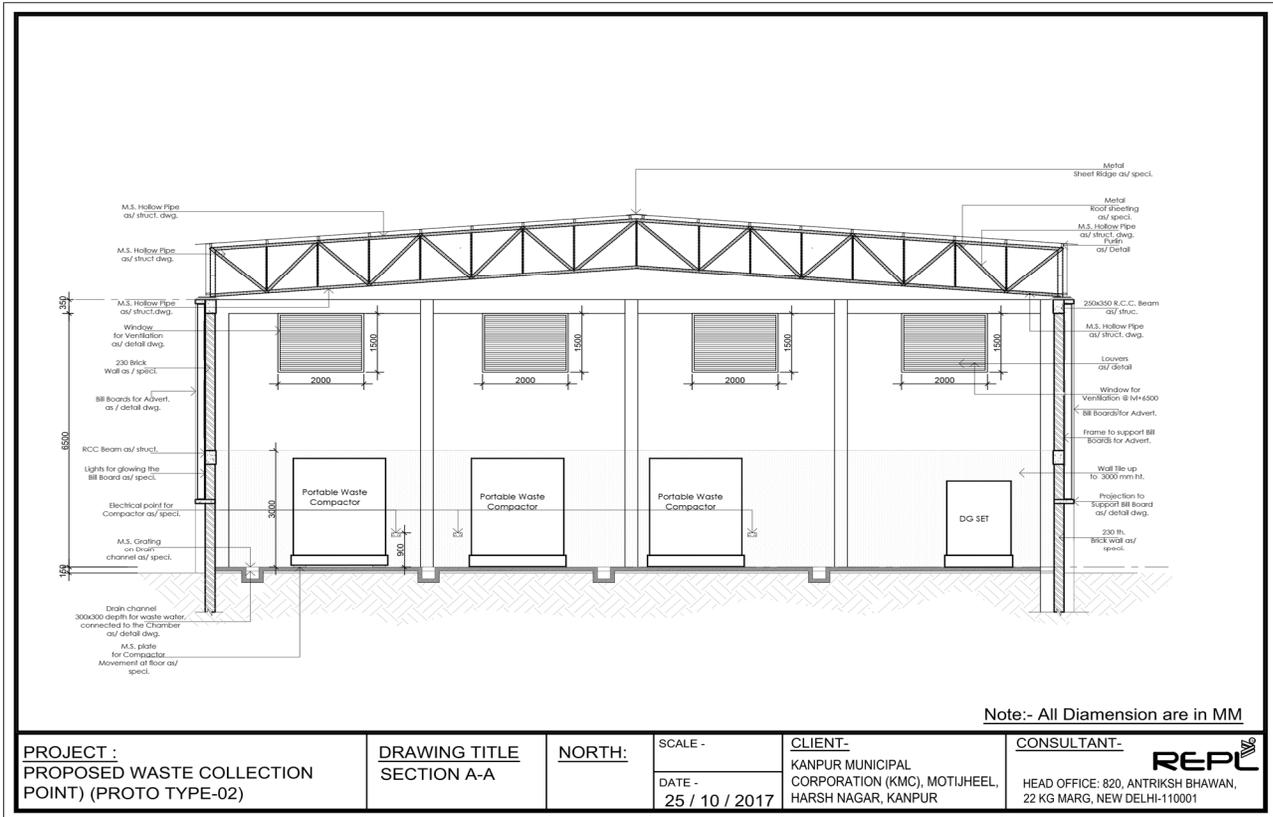
Note: The cost quoted shall be exclusive of all the applicable taxes.

ANNEXURE – 9
DESIGNS, DRAWINGS & SPECIFICATIONS OF THE PROJECT

PROTOTYPE - 1

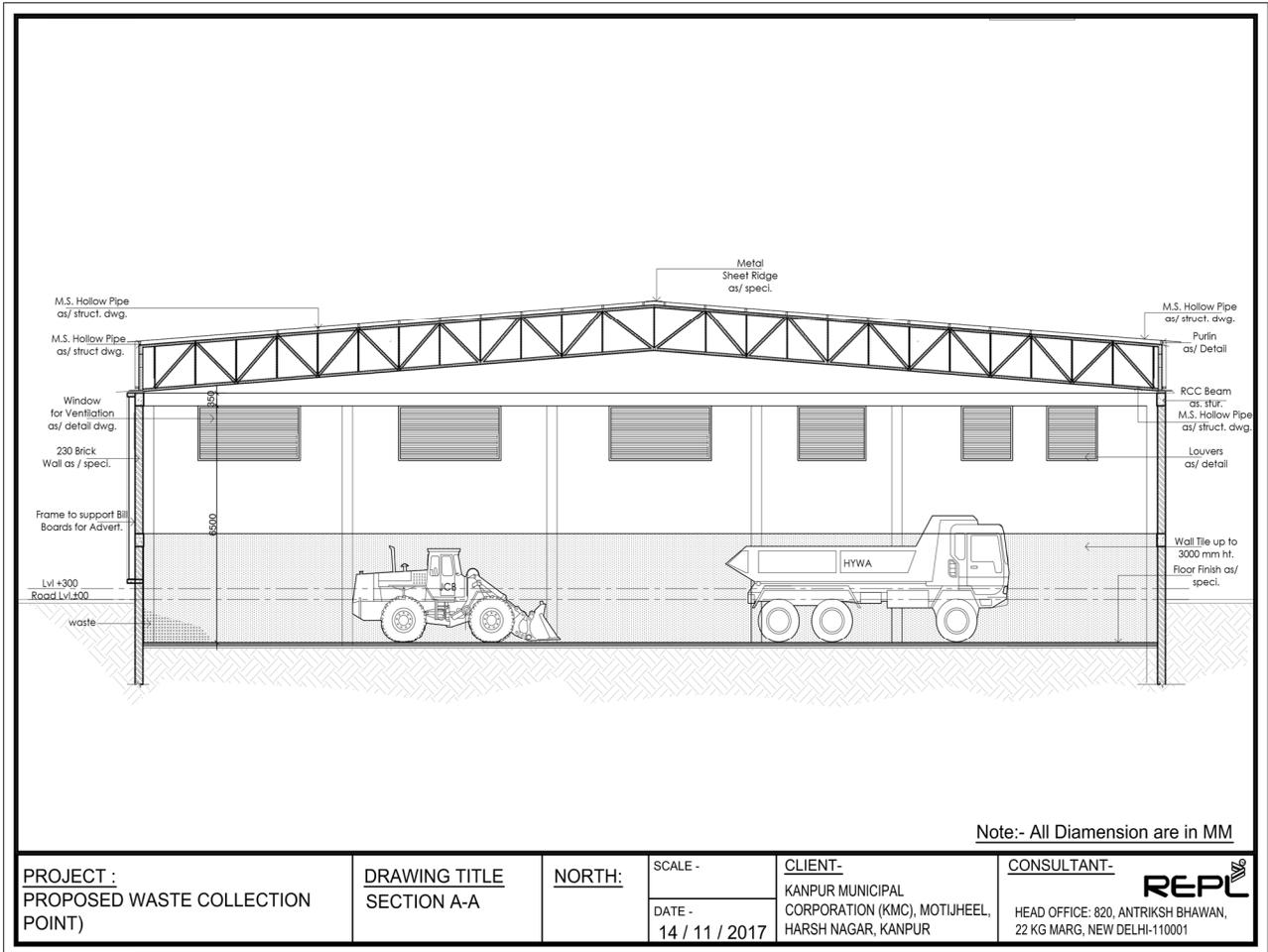




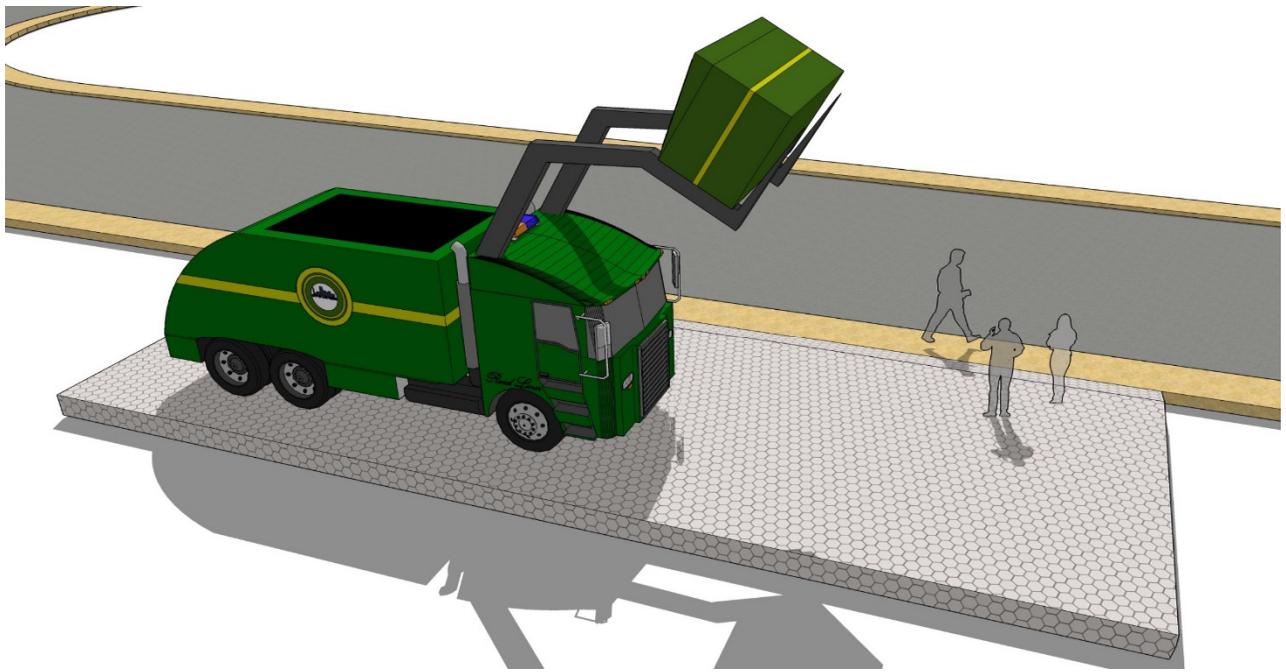


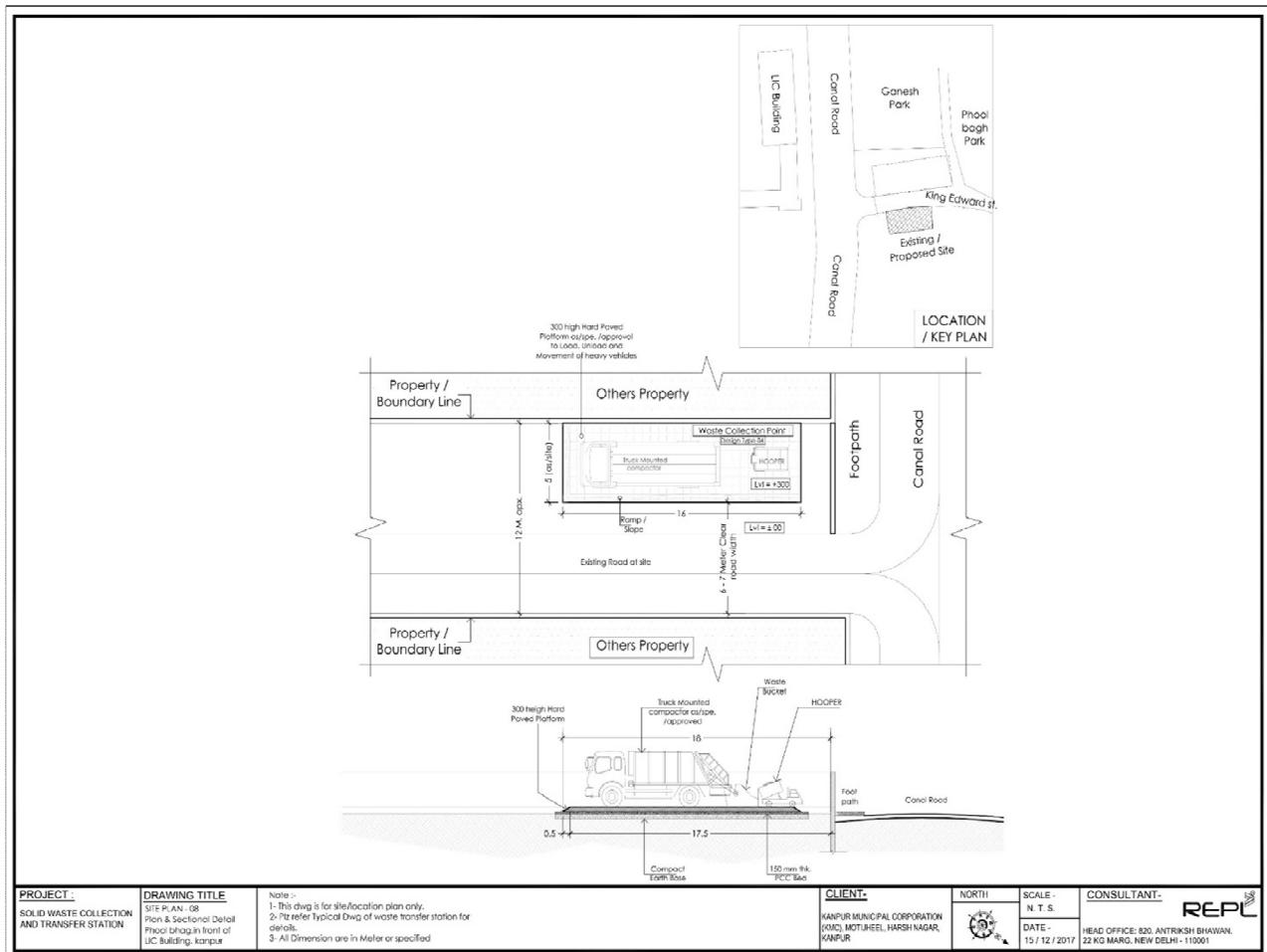
PROTOTYPE - 2





PROTOTYPE - 3





Note: The Work in Prototype No-3 will only be of civil nature.

Detailed Specification:

Civil Works (all the works shall be designed as per the relevant Indian Standard codes and approved by Independent Engineer)

- **Shed:** The structure should be an RCC framed structure designed as per the relevant IS codes. The structure should have an M. S. Roofing system with suitable protective coating and support system of trusses and purlins design as per the relevant Indian Standard codes and attached design and drawings. The structure should be covered by brick masonry walls from all sides and have openings with ventilators and rolling shutters large enough for the movement of vehicles for the project.
- **Concrete flooring:** The flooring should be impermeable and designed to withstand the load impacts from the vehicles used for collection and transportation of waste. The floor should further be able to withstand the load from the portable compactors.
- **Drainage system:** The leachate generated from the compaction of waste should be collected from the drains and connected to the nearest ETP/STP.

Plant and Equipment (Transfer Station)

a) **Portable Compactor (minimum 2 at each station):** The Portable Compactor should have the following technical specifications:

- Total Volume : Min 10.5 m³
- Cycle Time : Around 45 sec

- Packing pressure : Min 200 bar
- Packing Thrust : Min 230 KN
- Electric Motor : Min 3.7 KW Single Phase
- One hydraulically operated device to receive and unload the waste in to container.
- All Hydraulic Cylinders and allied components and all hydraulic pumps must be from manufacturers of ISO 9001:2008 certified.
- A compactor container body shall be 10.5 cum so that the same can be lifted by Hook Loader mounted on 16 MT chassis for transportation and unloading of compacted garbage at the dumping ground.
- The compactor shall be of front loading type with a hydraulic operated device to receive waste from hand cart approx. 2 to 3 hand carts / 1 to 2 tricycle vans at a time and unload the same waste in to the container.
- The container shall be provided with leachate collection tray for collection of leachate during compaction of garbage & there should be suitable drainage system.
- The size of charge chamber of the compactor shall be minimum 2 cum.
- The floor of charge chamber shall be approx. 8mm. thick wear resistance plate & shall be supported by longitudinal members intermediate bracing. All side walls & top of the container must be strong enough for smooth service throughout its service life.
- The compactor cycle shall be minimum 0.8 cum per cycle & shall be between 30 – 50 seconds.
- The compactor force shall be approx. 230 – 240 K.N
- The compactor head shall be powered by Hydraulic power unit.

b) Hook Loaders (1 Nos per site for Prototype 1):

The vehicle should be truck chassis mounted, Rear Loading Hook Loader capable of lifting fully filled min 10.5 M³ capacity Portable compactor. The machine should have self-loading and unloading features. The main structure of the equipment to be of a robust construction specially designed for heavy duty applications.

The unit to have one pair of specially articulated strengthened steel boom arms linked through a tie-rod, that move about the hinged axis on the chassis, to load and unload the Portable compactor, filled with waste material.

The loading and unloading of the Portable compactor to be done by the reverse and forward movements of the hydraulic cylinders connected to Hook loader arms. There should be two emergency light on cabin.

Stabilizers to be provided at suitable locations along the rear of the vehicle to ensure vehicle stability during the loading & unloading cycle of operation.

All Hydraulic Cylinders, allied components and all hydraulic pumps must be from ISO 9001:2008 certified manufacturer. (Documents to be provided with offer). The details specification of Hydraulic Cylinders, Stabilizers are to be given justifying that those are capable to lift/load/unload the fully loaded 10.5 m³ portable compactor.

Controls/operating levers to be provided at a convenient location, for easy operations.

The chains and hooks provided to lift the Portable compactor must be specifically

strengthened to lift such heavy loads.

The Chassis to be supplied by the supplier with a factory fitted split shaft PTO and one no Hydraulic Jack.

The following minimum technical specifications of the vehicle must be provided:

Manufacturer & Model : Reputed manufacturer with standard design make EURO IV (BSIV) compliant chassis as per Govt. notification
 GVW (Gross Vehicle Weight) : Min. 16 MT
 HP : Min 130 HP
 Wheel Base : 4200 mm. (approx.)
 Engine : 6 Cylinder and water cooled
 Tyre : 10.00 X 20 - 16 Ply
 Diesel Tank : Capacity – 100 Ltr. (min.)

The following minimum technical specifications of the Hydraulic System should be maintained:

Pump : Gear/Axial piston type coupled to PTO.
 Max. Operating pressure 140 bar
 Control valve : Two spools DC type with built in relief.
 Hydraulic Cylinders : 2 nos. double acting for boom arms.
 1 or 2 nos. double acting for stabilizer.
 Hydraulic Tank : 50 Ltrs capacity with accessories like filler cum breather, level gauge, line isolator valve and drain plug.

- Self- weight of the hook Loader should be approx. 2 Ton.
- Hook height should be less than 1600 mm
- Tipping time should be 30-35 seconds.
- Loading & unloading time should be approx. 30-35 seconds respectively.
- Ground rail supply & fitment to be provided.

The minimum specifications of the vehicle:

Engine	Power	102 Ps (75 KW)
	Displacement	2672 ml
	Emission Standards	To meet the latest MoEFCC /CPCB
Chassis	Wheel base / no. of axle	3360 / 2
	Tyre Specification	7.00 - 16

DG SET:

1 No. Diesel Engine Generator set of 15 KVA, 3 phase with an acoustic enclosure conforming to the CPCB Standards.

DRAFT
CONTRACT AGREEMENT

Form of Contract Agreement

(To be signed by the Owner and the Successful Bidder within the period specified in the Bidding Documents after the issue of Notification of Award)

(To be stamped in accordance with the Stamp Act, of the State)

THIS AGREEMENT made this _____ day of _____ month of the year _____ between Kanpur Smart City Limited , a company incorporated under the Companies Act, 1956/2013, having its office at 3rd Floor, “Kanpur Nagar Nigam”, Motijheel, Kanpur – 208002 (Uttar Pradesh) (hereinafter referred to as “**Owner**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART** and M/s _____, having its office at _____ (hereinafter referred to as the “**Contractor**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Owner, desirous of associating with the Contractor for Construction, Installation & Commissioning of Solid Waste Transfer Stations at various locations in the Kanpur City with Defect Liability Period of 1 Year (the “**Project**”) EPC Basis (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect there of issued by the Owner in response to Invitation for Bid (IFB) dated _____.

AND WHEREAS the Contractor had submitted its Bid for the said Project under its Covering Letter No. _____ dated _____ and the clarifications/confirmations given under cover of its subsequent letters bearing numbers, _____, _____ and _____ dated _____, and _____ respectively (all put together are hereinafter referred to as the “**Bid**”).

AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Notification of Award No. _____ dated _____ (hereinafter referred to as the “**Notification of Award**”), on the terms and conditions brought out in the said Notification of Award and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Notification of Award, as conveyed to the Owner vide Letter No. _____ dated _____ (hereinafter referred to as the “**Letter of Acceptance**”), resulting into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder attached herewith which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

Article - 2.0 - Date of commencement of Contract

This Contract has come into force with effect from _____ i.e. from the date of the Notification of Award.

Article - 3.0 - Contract Documents

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as Contract Documents):

- (i) Notification of Award till the execution of Contract Agreement between the Owner and the Contractor
- (ii) The Contract Agreement between the Owner and the Contractor and the attachments thereto. (This Contract Agreement)
- (iii) Minutes of negotiations if any signed between the Owner and Successful Bidder prior to signing of the Contract Agreement
- (iv) General Conditions of Contract
- (v) Technical Specifications
- (vi) Instructions to Bidders
- (vii) Designs and Drawings
- (viii) Bid submitted by the Successful Bidder .

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

Subject to the provisions relating to Arbitration specified in General Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Owner shall be final & binding on the Contractor

Article - 4.0 - Scope of Work

The detailed scope of work of the Contractor, under the Contract, has been brought out in the RfP Document. However, the above scope of work of the Contractor shall also include such items of work as may not have been specifically brought out in the said Contract Documents but as may be necessary for the safe and successful completion of the various items of work, envisaged, as per good engineering practice and recognized principles.

Article - 5.0 - Contract Price

The total Contract Price under the Contract shall be Rs. _____ (Rupees _____ only) inclusive of all the taxes, duties, levies, fees etc. as specified in General Conditions of Contract and the Price Bid Schedules forming part of this Contract. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. All the matters relating to the payments to the Contractor shall be as per the Terms and Conditions and subject to the requirements as specified in the said General Conditions of Contract.

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete it within a period of _____ months from the date of Notification of Award and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

Article – 7.0 – Owner’s Engineer Functions

The Owner’s Engineer in relation to the Contractor shall have such functions as are delegated to it by the Owner from time to time and intimated to the Contractor. The Contractor shall carry out the instructions issued by the Owner’s Engineer as if they were the instructions issued by the Owner. If there is any difference between the Contractor and Owner’s Engineer, on any matter about the implementation of this Contract/Project, the matter shall be referred to the Owner whose decision shall be final and binding on the Contractor and the Owner’s Engineer.

This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic.

IN WITNESS WHEREOF the Parties through their duly authorized representatives have executed these presents on the day, month and year first above mentioned, at place.

(Kanpur Smart City Limited)

(Printed Name)

(Company's Seal)

(CONTRACTOR)

(Printed Name)

(Company's Seal)