

*Bidding Document for Supply, Installation, Commissioning, Operation and Maintenance for 5 years of Automatic Sanitary Napkin Vending Machines & Electric Incinerators at various locations*



**AMRITSAR SMART CITY LIMITED**

**NATIONAL COMPETITIVE BID (NCB)  
BID REFERENCE NO: 02/ASCL/2019-20**

**BID DOCUMENT FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE FOR 5 (FIVE) YEARS OF AUTOMATIC SANITARY NAPKIN VENDING MACHINES & ELECTRIC INCINERATORS AT VARIOUS LOCATIONS IN AMRITSAR CITY UNDER AMRITSAR SMARTCITY PROJECT**

**May 2019**

**CHIEF EXECUTIVE OFFICER**

AMRITSAR SMART CITY LIMITED,  
SCO – 21, 2<sup>ND</sup> FLOOR,  
DISTT. SHOPPING COMPLEX,  
RANJIT AVENUE, B – BLOCK,  
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**SECTION I – INVITATION FOR BIDS (IFB)**

**Notice inviting online Bids for Supply, Installation, Commissioning, Operation and Maintenance for 5 years of Automatic Sanitary Napkin Vending Machines & Electric Incineration at various locations in Amritsar city under Amritsar Smart City Project**

Amritsar Smart City Limited, Amritsar invites online unconditional bids through e-procurement portal <https://eproc.punjab.gov.in> from eligible and interested parties (the “Bidder” or “Bidders”).

<b>Name &amp; Address of Procuring Entity</b>	Chief Executive Officer Amritsar Smart City Limited, SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar - 143001, Punjab, INDIA
<b>Subject Matter of Procurement</b>	Notice inviting Online Bids for Supply, Installation, Commissioning, Operation and Maintenance for 5 (five) years of Automatic Sanitary Napkin Vending Machines & Electric Incineration at various locations in Amritsar city under Amritsar Smart City Project
<b>Period of on-line availability of Bid Documents (Start Date/ End Date)</b>	Start Date: From: 27.05.2019 03:00 PM End Date: Till: 25.06.2019 03:00 PM
<b>Date and time for Pre-bid Meeting</b>	Date and Time: 06.06.2019 11:00 AM Place: SCO – 21, IIInd Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar, Punjab, 143001
<b>Bid Document Fee</b>	Rs.10,000/- (Rupees Ten Thousand only) + applicable tender processing fee
<b>Manner, Start Date for submission of Bids</b>	Manner: Online on e-Procurement website <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> Start Date: From: 27.05.2019 03:00 PM
<b>End Date for submission of Bids i.e. Bid Submission Date</b>	End Date: Till: 25.06.2019 03:00 PM
<b>Amount of Bid Security/Bid</b>	Rs.1,33,350/- (Rupees One Lakh Thirty-Three Thousand Three Hundred and Fifty only)
<b>Date and Time of opening of Technical Bid:</b>	25.06.2019 at 03:30 PM
<b>Date and Time of opening of Financial Bid</b>	Will be intimated later to the Technically qualified bidders
<b>Language</b>	<ul style="list-style-type: none"> <li>• This Bid Document has been issued in English language</li> <li>• Bids shall be submitted in English</li> <li>• All correspondence exchange shall be in English language</li> </ul>
<b>Bid Validity</b>	120 days from the bid submission deadline
<b>Preparation of Bids</b>	The Bids shall comprise of the following: <b>Technical Bid &amp; Financial Bid as per Clause 6</b>

**Note:**

- 1) The Bidding Documents can be downloaded from website: <https://eproc.punjab.gov.in>. The document downloaded from the aforesaid website should not be tempered, and if any such tempering is detected before or after the opening of Bids, the Bidder shall be debarred for a period of 6 (six) months.
- 2) Bidder (through its Authorized Representative) shall submit their offer (the “**Bid**” or “**Proposal**”) online in Electronic formats comprising of both Technical Bid and Financial Bid. Bid Document Fees, Tender Processing Fees and Bid Security should be deposited through Amritsar Smart City Limited, "Payment Gateway Service on E-Procurement platform".
- 3) Bidder for additional details such as estimated cost, important date, detailed information, qualification and eligibility criteria, visit website: <https://eproc.punjab.gov.in> for downloading tender document.
- 4) Any subsequent addendum/ corrigendum shall be published/ uploaded only on the website <https://eproc.punjab.gov.in> and will not be published in the newspapers. In case there is a holiday on the day of opening of Bids, activities assigned on that date shall be carried out on the next working day.
- 5) While electronically submitting the Bids, it should be ensured that the Bid Documents including Conditions of Contract are digitally signed by the Bidder.
- 6) For participating in the above e-tender, the Bidders shall have to get themselves registered with <https://eproc.punjab.gov.in> and get User ID, password. Class 3 Digital Signatures Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/ difficulty/ regarding e-tendering process Bidders can contact helpdesk on the phone numbers mentioned on the website.
- 7) The documents shall be prepared and scanned in different files and uploaded during online submission of the Bid.
- 8) Amritsar Smart City Limited will not be responsible for delay in online submission due to any reason. For this, Bidders are advised to upload their complete Bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- 9) Bid documents consisting of qualification information and eligibility criterion of Bidders, plans, specifications, drawings and the set of terms & conditions of the Contract to be complied with by the Contractor can be seen on website <https://eproc.punjab.gov.in> and scanned copies of the required documents and information as per this Tender Document should be attached in the Technical Bid as prescribed in this RFP.
- 10) Uploaded documents of valid Implementing Agencies will be verified with the original before signing the agreement, to be submitted prior to the date and time for Bid submission is specified herein.
- 11) The Tender Document is not to be uploaded by the Bidder. The Bidder has to only agree/ disagree with the conditions in the Tender Document. The Bidder who disagrees on the conditions of the Tender Document, cannot participate in the Tender.
- 12) Bid(s) once submitted online cannot be resubmitted or withdrawn.
- 13) Conditional Bids, Bids without payment of Bid Security and Bids not meeting the qualifying criteria on the date of receipt of Bids shall be summarily rejected.
- 14) All the prospective Bidders are encouraged to participate in the pre-bid meeting and it is advised that the sites are visited and Bid Documents are studied thoroughly.

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- |     |   |
|-----|---|
| 15) | Amritsar Smart City Limited i.e. Procuring Entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.   |
| 16) | Procurement Entity disclaims any factual/ or other errors in the Bid Document (the onus is solely on the individual bidders to verify such information) and the information provided therein are intended only to help the Bidders to prepare a logical Bid/proposal. |

**Chief Executive Officer  
Amritsar Smart City Limited  
Amritsar, Punjab**

## **SECTION II – INSTRUCTIONS TO BIDDERS (ITB)**

### **A. INTRODUCTION**

#### **1. Introduction & Brief Description of Bidding Process**

##### **1.1. Introduction**

1.1.1. The objective of this project is to make a contribution towards promoting safe & hygienic sanitary practices among women/girls with the specific objective to:

- A. ensure easy availability of Sanitary Napkin Pads for the target section of girls/ women to promote safe and hygienic sanitation practices among them; and
- B. to ensure safe and environment friendly disposal of used napkin pads through incineration.

In view of the stigma and social taboo associated with sanitary napkins, majority of the girls/ women, feel embarrassed and hesitate to go to the commonly known, manned and often crowded conventional/ medicine outlets for sanitary napkins, resulting in un-safe practices, and use of unhygienic materials during menstrual periods. Moreover, it is observed that there are issues regarding disposal of used sanitary napkins. The most common way of disposal involves flushing it into the drain. The flushing in drains result clogging in drain and throwing in dustbin results in health-related problems due to hazardous content in use of sanitary napkins. In order to tackle these problems, and to make available round the clock sanitary napkins easily, ASCL proposes to get installed at various location in Amritsar city "**Automatic Sanitary Napkin Vending Machines**" and to dispose the soiled Sanitary Napkins in "**Electric Incinerators**".

1.1.2. Accordingly, Amritsar Smart City Limited (hereinafter referred to as "ASCL" or "Employer" or "Procuring Entity") invites online Bids for "**Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar city**" (hereinafter referred to as the "**Project**" or "**Work**").

1.1.3. The Sanitary Napkin Vending Machines and Electric Incinerators shall be installed at various locations identified and finalised through joint survey by officials of ASCL/ MCA and the Implementing Agency and includes washrooms of educational and public institutions, bus stations, public toilets, etc. within the Municipal boundary of Amritsar City. The responsibility to co-ordinate the survey will be of the Implementing Agency. The selected bidder shall be responsible for the following works:

- a) Design, Supply and Installation of wall mounted 60 Sanitary Napkin Vending Machines (with capacity to carry at least 50 Sanitary Napkins of standard size and having minimum reserve of 50 Sanitary Napkins) and 85 Electric Incinerators; and
- b) Operation and Maintenance of the supplied Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years post installation.

The Sanitary Napkins being dispensed to the public shall be compliant with IS 5405 Standard at all times. Both the Machines i.e. Sanitary Napkin Vending Machines and Electric Incinerators must be operational for 12 to 24 hours of the day depending on the location. For detailed scope of work of the selected agency please refer to **Section 'V' (Scope of Work)** of this RFP. The selected agency shall have to comply the terms, conditions and specification laid down in this RFP during the tenure of the assignment.

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- 1.1.4. The selected agency shall ensure that the machines to be installed in pursuance of the Contract are sourced/ originated from India in accordance with the “Make in India” policy of the Government of India.
- 1.1.5. The estimated cost of the Project is Rs.66,67,350/- (Rupees Sixty-Six Lakh Sixty-Seven Thousand Three Hundred Fifty) as per the Bill of Quantities/ Price Schedule. The bidder shall quote landed rates which shall be inclusive of taxes, GST, freight, insurance or any other statutory levies applicable on the item(s) and any other expenses for delivery of item(s) at the destination(s) and installation cost.
- 1.1.6. The selected agency shall be responsible to install, operate and maintain the Sanitary Napkin Vending Machines and Electric Incinerators as per the Scope of Work (Schedule ‘V’). The applicable Technical Specifications and features for Sanitary Napkin Vending Machines and Electric Incinerators are given in **Section VI**. Further, the selected agency shall also be responsible for ensuring continued availability and stocking of the sanitary napkins in the vending machines.

**1.2. Brief Description of Bidding Process**

- 1.2.1. This Section i.e. Section II - “Instructions to Bidders” provide the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the ASCL for receipt and opening as well as scrutiny and evaluation of Bids, declaration of the Implementing Agency, issuance of Letter of Acceptance and subsequent execution of Contract.
- 1.2.2. ASCL has adopted online single stage two parts process involving Technical Bid and Financial Bids for selection of the Bidder for award of the Project (collectively referred to as the “Bidding Process”). The first part involves technical qualification and short listing of the qualified Bidders who become eligible for opening of their Financial Bids. The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of Bids.
- 1.2.3. A Bidder is required to deposit payment of Bid Document Fee, Tender Processing Fee and Bid Security online through Amritsar Smart City Limited, "Payment Gateway Service on E-Procurement platform". The Bids not accompanied by any of the aforesaid payments and Bid Security shall be summarily rejected.
- 1.2.4. Before formulating the Bid and submitting the same to ASCL, the Bidder should read and examine all the terms, conditions and instructions etc. contained in the Bid Documents. Failure to provide and/ or comply with the required information, instruction etc. incorporated in these Bid Documents may result in rejection of its Bid.

**1.3. Schedule of Bidding Process**

ASCL shall endeavour to adhere to the following schedule:

<b>EVENT DESCRIPTION</b>	<b>DATE</b>
<b>Period of online availability of Bid Documents (Start Date/ End Date)</b>	Start Date: From: 27.05.2019 03:00 PM End Date: Till: 25.06.2019 03:00 PM
<b>Date and time for Pre-bid Meeting</b>	Date/ Time: 06.06.2019 11:00 AM <b>Place:</b> Amritsar Smart City Limited, SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar, Punjab, 143001
<b>Manner, Start Date for submission of Bids</b>	Manner: Online on e-Procurement website <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>



	Start Date: 27.05.2019 03:00 PM
<b>End Date for submission of Bids (Bid Submission Date)</b>	End Date: 25.06.2019 03:00 PM
<b>Place, Date and Time of opening of Technical Bids:</b>	Place: <a href="http://www.eproc.punjab.gov.in">www.eproc.punjab.gov.in</a> Latest by: 25.06.2019 03:30 PM
<b>Place, Date and Time of opening of Financial Bids:</b>	Place: <a href="http://www.eproc.punjab.gov.in">www.eproc.punjab.gov.in</a> To be intimated later
<b>Letter of Acceptance (LOA)</b>	To be intimated later
<b>Validity of Bids</b>	120 days from the end date of submission of Bids
<b>Date of signing of Contract</b>	Within twenty-eight (28) days of LoA

## **2. Eligible Bidders & Minimum Eligibility Criteria**

### **2.1. Eligible Bidder**

2.1.1 Each intending Bidder should be a registered sole proprietorship Firm/ Company/ Partnership firm or Govt./ Semi Govt. Enterprise or Undertaking having authority to participate in this RFP. No Consortium or Joint Venture (JV) shall be allowed or accepted in this RFP.

2.1.2 The Bidder must be an Original Equipment Manufacturer/ Authorized Dealer/ Distributor of Sanitary Napkin Vending Machines and Electric Incinerator in India. Where the Bidder is an authorized Dealer/ Distributor, it shall provide evidence (as per the authorization form in Section IV) that it has been duly authorized by the original equipment manufacturer to supply the goods and about making available the required quantity of vending machines and incinerators.

(Note: Supplies for goods should be from one manufacturer only. Bids offering supplies from different manufacturers will be treated as non-responsive)

2.1.3 The Bidder shall have the nationality of India. A Bidder shall be deemed to have nationality of India if the Bidder is a citizen or constituted or registered or incorporated, and operates in conformity with the provisions of the Laws of India. This criterion shall also apply to the determination of the nationality of proposed sub-contractors or suppliers for any part of the Contract including related services.

2.1.4 A Bidder should not have a conflict of interest in the procurement in question as stated in this Bidding document.

2.1.5 A Bidder debarred/ blacklisted by any State Government / Central Government / PSU / Government Authority in India/ ASCL, for any reason as on Bid Submission Date, shall not be eligible to participate in any procurement process.

2.1.6 The Bidder must have valid required Licenses, registrations, test reports as per applicable laws of India and must be registered under the General Sales and Goods and Services Tax (GST). It is also required to provide proof of Permanent Account Number )PAN( given by Income Tax Department.

### **2.2. Minimum Eligibility Criteria**

2.2.1 In order to be eligible for qualification, the Bidder shall, in addition to clause 2.1.1 to 2.1.6, fulfil the Minimum Eligibility Criteria as set forth in Section III.

## **B. BID DOCUMENTS**

### **3. Content of Bid Documents**

- 3.1. **In addition to Section I – “Invitation for Bid” (IFB), the Bid Documents includes:**
1. Section II – Instructions to Bidders (ITB)
  2. Section III – Qualification Criteria
  3. Section IV – Bidding Form
  4. Section V – Scope of Work (SOW)
  5. Section VI – Technical Specifications
  6. Section VII – Tentative Locations where Sanitary Napkin Vending Machines and Electric Incinerator to be installed
  7. Section VIII – Financial Bid/ Price Bid format (*to be filled online*)
  8. Section IX – General Conditions of Contract (GCC)
  9. Section X – Special Conditions of Contract (SCC)
  10. Section XI - Contract Forms
- 3.2. The Bidding Document shall be uploaded on the e-procurement portal, <https://eproc.punjab.gov.in> along with the Notice Inviting Bids. The prospective Bidders may download the bidding document from the portal. The price of the Bidding Document and processing fee of e-bid shall have to be paid to ASCL in the amount and manner as specified herein and e-procurement portal.
- 3.3. ASCL is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.
- 3.4. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

### **4. Clarification of Bid Documents and Pre-Bid Conference**

- 4.1. If any Bidder has any doubts on any issue of the Bid Documents or as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to ASCL and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact ASCL in writing or e-mail at ASCL’s address mentioned below:

**The Chief Executive Officer,**  
Amritsar Smart City Limited  
SCO – 21, II Floor, District Shopping Centre,  
Block – B, Ranjit Avenue,  
Amritsar – 143001, Punjab.  
Email: [ceoasclar@gmail.com](mailto:ceoasclar@gmail.com)

- 4.2. ASCL will respond in writing or e-mail to any request for clarification, within seven (7) days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids. The clarification issued, including a description of the inquiry but without identifying its source shall be placed on the eProcurement Portal and should ASCL deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so through an addendum which shall form part of the Bidding Document.

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- 4.3. The Bidder or his authorized representative is invited to attend the Pre-Bid Conference. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
- 4.4. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
- 4.5. The Bidder is advised to visit and inspect the site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid.
- 4.6. The Bidder is expected to examine carefully all instructions, conditions of contract, the Contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document prior to submission of its Bid; Bidder shall be solely responsible for his failure to do so.

## **5. Amendments to the Bid Documents**

- 5.1. At any time prior to the deadline for submission of Bids, ASCL may, for any reason deemed fit, modify the Bid Documents by issuing an addenda which will form part of the Bidding Document.
- 5.2. Such an amendment will be uploaded on website: <https://eproc.punjab.gov.in> only.
- 5.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, ASCL may, at its discretion, extend the deadline for the submission of the Bids, pursuant to Clause 13 ]Deadline for Submission of Bids[, under due publication on the e-procurement portal.

## **C. PREPARATION OF BIDS**

### **6. Technical and Financial Bids**

#### **6.1. Language of Bid**

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and ASCL, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

#### **6.2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ASCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **6.3. One Bid per Bidder**

No Bidder shall be entitled to submit more than one Bid. If he does so, all Bids wherein the Bidder has participated shall stand rejected.

#### **6.4. Site Visit**

The Bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the site(s)/ locations of work and its/ their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract.

#### **6.5. Documents Comprising the Bid**

- 6.5.1. The Bid to be submitted online by the Bidder shall comprise of the following, in two separate parts:

**A. Part I: Technical Bid:**

The Technical Bid shall contain the following documents, the scanned copies whereof shall be uploaded on the portal:

- i. Proof of Bid Document Fee paid online
- ii. Proof of Tender Processing Fee paid online
- iii. Proof of Bid Security paid online
- iv. Form Tech 1 – Bid Submission Form
- v. Form Tech 2 – Bidder's Information
- vi. Form Tech 3 – Format for Power of Attorney
- vii. Form Tech 4 – Declaration for blacklisting
- viii. Form Tech 5 – Declaration for accepting terms and conditions of Bid Document
- ix. Form Tech 6 – Past Experience of carrying similar work
- x. Form Tech 7 – Declaration of Average Annual Turnover & Net Worth
- xi. Form Tech 8 – Manufacturers' Authorization Form
- xii. Copies of GST registration certificate and Permanent Account Number (PAN) given by the Income Tax Department
- xiii. EPF & ESI registration certificate from Provident Commissioner, if applicable.
- xiv. Copies of original documents defining the constitution or legal status, place of registration and principal place of business
- xv. Copies of original work orders/ purchase orders along with recommendation letters from clients towards proof of similar work experience.

All the documents/ information enclosed with the Technical Bid should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his Bid Security, if any document/ information is found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the bid sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, etc. and take any other suitable action.

**B. Part II: Financial Bid:**

- The Financial Bid/ Price Proposal shall be filled online on the portal as per the format uploaded therein and shall be in terms of landed rate inclusive of GST, Taxes, transportation and installation at location. L1 shall be arrived at on the basis of the Landed rate per station, inclusive of the cost of Supply and O&M for five years.
- All duties, taxes (including GST), transportation charges, packing cost, installation cost and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder. Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the Contract.
- Rates shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.

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- The Contract shall be awarded to the lowest bidder (L1).
- Minor nonconformity, or irregularity may be waived in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- The Authorized Representative of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- In case of two or more firms quoting the same rates, the bidders will have to furnish their fresh quotes in sealed envelope on the spot and the quotes will be opened in front of the bidders. The Bidder with lowest bid shall be the lowest bidder (L1).
- Bid sent by email/ fax or any other mode shall be ignored.

## **7. Currencies of Bid and Payment**

- 7.1. The price shall be quoted by the Bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

## **8. Bid Validity Period**

- 8.1. The Bid shall remain valid for acceptance for a period of 120 (one hundred and twenty) days after the date of Bid opening prescribed in the Bid Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 8.2. In exceptional cases, the Bidders may be requested by ASCL to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 8.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for ASCL, the Bid validity shall automatically be extended up to the next working day.
- 8.4. ASCL may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of ASCL and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## **9. Bid Security**

- 9.1. The Bidder shall deposit along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security shall be deposited online through the ASCL eprocurement payment portal.
- 9.2. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid.
- 9.3. Bids not accompanied with Bid Security shall not be accepted and shall be rejected by the ASCL as non-responsive.
- 9.4. In case of the UnImplementing Agency, the Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five (45) days after conclusion of the resultant contract. The Implementing Agency's Bid Security will be

returned without any interest, after receipt of Performance Security from that Bidder.

9.5. Bid Security of a Bidder may be forfeited –

- (a) if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of ASCL; or
- (b) In case of Implementing Agency, if the Bidder fails within the specified time limit to:
  - i) sign the Agreement; or
  - ii) furnish the required Performance Security.

## **10. Format and Signing of Bids**

- 10.1. The Bidder shall submit the Bid online comprising of documents as specified in Clause 6.5.1. The Bid shall either be typed or written in indelible blue ink and the same shall be signed by the Authorized Representative of the Bidder who has been duly authorized to bind the Bidder to the Bid through a valid Power of Attorney as per the format prescribed herein.

All pages of the Bid should be page numbered, bear the signature of the Authorized Representative with stamp of the Bidder and indexed. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same.

## **11. Documents Establishing Bidder’s Eligibility and Qualifications**

- 11.1. Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

### **D. SUBMISSION OF BIDS**

## **12. Submission Sealing and Marking of Bids**

- 12.1 The Bidder shall place two separate digitally signed files marked “Technical Bid (Cover-I)” and “Financial Bid (Cover-II)”.
- 12.2 The contents of Technical and Financial Bids will be as specified in Clause 6.5. All documents are to be signed digitally by the Bidders at the time of uploading.
- 12.3 The Bidders must ensure that they upload their Bids not later than the closing time and date specified for submission of Bids.

## **13. Deadline for Submission of Bids**

- 13.1. Complete Bids (including Technical and Financial) shall be received by ASCL online not later than the date and time indicated in the BDS (the “**Bid Submission Date**”).
- 13.2. ASCL may extend the deadline for submission of Bids by issuing an amendment in accordance with ITB Clause 5, in which case all rights and obligations of ASCL and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## **14. Late Bid**

- 14.1. The electronic bidding system would not allow any late submission of Bids after due date and time as per server time. The Bidders are advised to upload their respective Bids well in advance so as to avoid last minute rush and jam.

### **E. OPENING OF BID**

## **15. Bid Opening**

- 15.1. ASCL shall open the Bids online and the same shall be evaluated by Tender Evaluation Committee (TEC) as nominated by ASCL for the said purpose. Total transparency shall be observed and ensured while opening the Bids therefore the Bids shall be opened in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Clause 1.3. In the event of the specified date of Bid opening being declared a holiday for ASCL, the Bids will be opened at the appointed time and location on the next working day. ASCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- 15.2. Bid opening shall be conducted in 2 (Two) stages i.e. stage 1- Technical Bid; and Stage 2- Financial Bid.
- 15.3. During Bid opening, prior to the detailed evaluation of Bids, ASCL will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, ASCL may waive the same. If a Bid is not substantially responsive, it will be rejected by ASCL.
- 15.4. The Financial Proposals of only those Bidders will be opened who are qualified in Technical Evaluation.

## **F. EVALUATION OF BIDS**

### **16. Evaluation of Technical Bid**

- 16.1. The Part-I containing Technical Bid shall be opened first.
- 16.2.
  - (i) The Bids will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part-I of the Bid.
  - ii) The Bidder will be asked in writing (usually within 10 (ten) days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
  - iii) The Bidders will respond in not more than 7 (seven) days of issue of the clarification letter.
  - iv) On receipt of these clarifications, the Tender Evaluation Committee (TEC)/ Procurement Entity will proceed to evaluate the Technical Bids.
  - v) During the detailed evaluation of Technical Bids, the TEC will determine whether each Technical Bid (a) meets the Minimum Eligibility Criteria as prescribed in Section III of this Bid Document; (b) contains all the information and documents as specified in the Bid Document and such documents have been properly signed (including digital signature) and stamped by the Bidder before submission; (c) is accompanied by Power of Attorney as per the format prescribed herein in favor of the Authorized Representative of the Bidder; (d) is accompanied by the required Document Fee, Tender Processing Fee and Bid Security in the amount, mode and manner as specified in this Bid Document; and (d) is substantially and unconditionally responsive to all the requirements of the Bid Documents. Bids of the Bidders, who do not meet the aforesaid requirements will be treated as non – eligible and will not be considered further.
  - vi) Bidders who meet the requirements set forth in sub-clause (v) above shall be declared as technically qualified Bidders who will become eligible for opening of their



Financial Bid in the next round. The TEC/ ASCL shall prepare and finalize the list of such technically qualified Bidders.

- vii) Evaluation of the Technical Bids with respect to qualification information and other information furnished in Part-I of the Bid in pursuance to Clause 6.5, shall be taken up and completed within 28 (twenty-eight) working days of the date of Bid opening, and a list will be drawn up of the responsive bids whose Financial Bids are eligible for consideration.
- viii) ASCL shall inform, by e-mail, the Bidders, whose Technical Bids are found responsive i.e. Technically Qualified Bidders, date, time and place of online opening of Part-II i.e. Financial Bid. In the event of the specified date being declared a holiday for ASCL, the Bids will be opened at the appointed time and location on the next working day. The Bidders or their representative may attend the opening of Financial Bids.

- 16.3. **Opening & evaluation of Financial Bids:** The Financial Bid of all the Technically Qualified Bidders shall be opened and downloaded. At the time of opening of “Financial Bid”, the names of the Bidders who were found responsive will be announced and the Bids of only these Bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each Bid and such other details as ASCL may consider appropriate, will be announced by ASCL at the time of opening.
- 16.4. The Bidder whose Financial Bid is found responsive and has quoted the least rate, shall be declared as the Implementing Agency.

## **17. Process to be confidential**

- 17.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation for the award of the contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Implementing Agency has been announced. Any effort by a Bidder to influence the Procurement Entity/ TEC processing the Bids or contract award decisions, may result in the rejection of Bids.

## **18. CLARIFICATION OF FINANCIAL BIDS**

- 18.1. To assist in the examination, evaluation and comparison of Bids, ASCL may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by e-mail.
- 18.2. Any effort by the Bidder to influence the Procurement Entity in the TEC’s Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder’s Bid.

## **19. UNBALANCED BIDS**

- 19.1. If the Bid of the Implementing Agency is seriously unbalanced by more than or less than 25% (twenty five percent) in relation to the Procurement Entity’s estimate of the cost of work to be performed under the contract, the Procurement Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the specifications, execution methods and schedule proposed. After evaluation of the price analysis, the Procurement Entity may require that the amount of the performance security set forth in ITB Clause 23 be increased at the expense of the Implementing Agency to a level sufficient to protect the Procurement Entity against financial loss in the event of default of the Implementing Agency under the Contract.

## **G. AWARD OF CONTRACT**



## **20. AWARD CRITERIA**

Subject to requirements as mentioned in this Bid Document, the competent authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid Documents and who has quoted the lowest rate for executing the Project in comparison to other Bidders.

## **21. ASCL's Right to accept any Bid and to reject any or all Bids**

ASCL reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

## **22. Notification of Award**

- 22.1. Before expiry of the Bid validity period, ASCL will notify the Implementing Agency(s) in writing by e-mail/ courier that its Bid for goods & services, which have been selected by ASCL, also briefly indicating therein the essential details like description, quantity of the goods & services, and delivery period, corresponding prices, has been accepted.
- 22.2. After the notification of award, Authority will issue Letter of Acceptance (LoA) in duplicate as per the format provided in Section XI (Contract Forms). Accordingly, a contract shall be signed between Implementing Agency and ASCL. As an acceptance of the LoA, the Bidder shall sign and return back a duplicate copy of the LoA to ASCL within 7 (seven) days of receipt of LoA. In the event, the Implementing Agency fails to give acceptance of the LoA within the aforesaid time period then unless the time period is extended by the ASCL, the LoA issued shall be cancelled and the Bid Security of the Implementing Agency forfeited.
- 22.3. The Implementing Agency must furnish to ASCL, the required Performance Security within twenty-one (21) days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in GCC under Section IX.
- 22.4. The Notification of Award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with ITB Clause 23.
- 22.5. The Contract as per the format will incorporate all relevant correspondence between ASCL and the Implementing Agency. It will be signed within twenty-eight (28) days following the Notification of Award along with the Letter of Acceptance.
- 22.6. Upon furnishing by the Implementing Agency of the Performance Security, ASCL will promptly notify the other Bidders that their Bids have been unsuccessful.

## **23. Performance Security**

- 23.1. Within 21 (twenty-one) days of receipt of the Letter of Acceptance, the Implementing Agency shall deliver to ASCL a Performance Security [to cover the amount of liquidated damages and/ or the compensation of the breach of contract] for an amount equivalent to 5% (five percent) of the Contract Price plus additional security for unbalanced Bids in form of unconditional and irrevocable Bank Guarantee.
- 23.2. The Performance Security shall be issued in the form of a Bank Guarantee issued by a Scheduled Commercial Bank in India and acceptable to the ASCL and the same shall be valid for 60 (sixty) days from the date of expiry of the Operation and Maintenance Period.
- 23.3. Failure of the Implementing Agency to comply with the requirements of ITB Sub-clause 23.1

shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

#### **24. Non-receipt of Performance Security and Contract by ASCL**

- 24.1. Failure of the Implementing Agency in providing Performance Security and / or returning copy of the Contract duly signed in terms of ITB Clauses 22 and 23 above shall make the Bidder liable for forfeiture of its Bid Security and, also, for further actions by ASCL against it as per the Clause 26 of GCC – Termination of default in Section VII and also other administrative actions as per merits of the case.

#### **25. Corrupt or Fraudulent Practices**

- 25.1. The ASCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract with ASCL. For the purpose of this Clause -

**“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the ASCL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish contract prices at artificial non-competitive levels and to deprive the ASCL of the benefits of free and open competition.

**SECTION III – MINIMUM ELIGIBILITY CRITERIA/ QUALIFICATION CRITERIA**

<b>S.No.</b>	<b>Criterion</b>	<b>Documentary Evidence Required</b>
1.	Bidder should be a sole proprietorship/ registered Firm/ Company/ Partnership firm or Govt. / Semi Govt. Enterprise or Undertaking registered in India from the last 03 years as on the Bid Submission Date.	Enclose copy of Certificate of Incorporation/ Registration issued by relevant authority in India.
2.	The Bidder must be a Manufacturer/ Authorized Dealer/ Distributor of Sanitary Napkin Vending Machines and Electric Incinerators in India	Proof of Registration as Manufacturer/ Authorized Dealer of Sanitary Napkin Vending Machine & Electric Incinerator should be enclosed with the Bid.
3.	The Bidder must have a valid Labour License/ EPF, ESI registration (if applicable).	Copies of license/ registration enclosed with Bid.
4.	The Bidder should have a valid GST number or should have registered under GST.	Enclose copy of GST Registration certificate
5.	<p>Bidder must have in the last five years preceding the last date of submission of Bids, executed:</p> <p>A.</p> <p>one contract of minimum Supply &amp; installation of 50 nos. of Sanitary Vending Machines; OR</p> <p>two contracts of minimum Supply &amp; installation of 30 nos. of Sanitary Vending Machines; OR</p> <p>three contracts of minimum Supply &amp; installation of 25 nos. of Sanitary Vending Machines</p> <p>AND</p> <p>B. one contract of minimum Supply and installation of 30 Electric Incinerators</p> <p>With any State Government/ Semi Government/ Central Government department/ PSU/ Private entity</p> <p>At least 50 numbers of machines shall be in successful operation for at least one year in the last five years preceding the last date of submission of Bids.</p>	<p>1. Details to be provided as per Form Tech 6.</p> <p>2. The requisite supply order/ purchase order/ performance certificate received from the client shall be furnished with Bid.</p>
6.	<p>Bidder must have:</p> <p>i. Positive Net Worth in the Financial Year preceding Bid Submission Date</p> <p>ii. Average Annual turnover during last 3 financial years (i.e. FY 2016-17, 2017-18 &amp; 2018-19) should be at least Rs.70,00,00/- <b>(Rupees Seventy Lakhs)</b></p>	<p>Details to be provided as per Form Tech 7 of the Bidding Document;</p> <p>Copies of balance sheets and statement(s) featuring turnover during the aforesaid periods should be submitted duly signed by the Bidder and the Chartered Accountant concerned, as applicable.</p>
7.	<i>The Bidder should not have been debarred/ blacklisted by any State Government / Central Government / PSU/ ASCL/ government authority in India for any reason and such blacklisting/</i>	Enclose blacklisting/ debarment declaration (Refer Form Tech 4).

*Bidding Document for Supply, Installation, Commissioning, Operation and Maintenance for 5 years of Automatic Sanitary Napkin Vending Machines & Electric Incinerators at various locations*

	<i>debarment subsists as on Bid Submission Date.</i>	
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Note: Bidders who meet all the requirements set forth above and provide the qualification documents as specified, shall be considered further in the Bidding Process.

#### **SECTION IV – BIDDING FORMS FOR QUALIFICATION INFORMATION**

Scanned copies of Bidding Forms or Qualification document towards meeting the Minimum Eligibility Criteria as detailed below, complete in all respects, and should be submitted online as per the stipulations of Clause 6 of ITB:

1. Form Tech 1 – Bid Submission Form
2. Form Tech 2 – Bidder's Information
3. Form Tech 3 – Format for Power of Attorney
4. Form Tech 4 – Declaration for blacklisting/ debarment
5. Form Tech 5 – Declaration for accepting terms and conditions of Bid Document
6. Form Tech 6 – Past Experience of carrying similar work
7. Form Tech 7 – Declaration of Average Annual Turnover & Net Worth
8. Form Tech 8 – Manufacturer's Authorization Form

#### **Notes:**

1. If necessary, additional sheets can be added to the schedules. Such attachments should be clearly marked as follows:  
**"Attachment 1 to Form (1), Attachment 2 to Form (2)" etc.**
2. While submitting the Qualification Information duly filled in, Bidder shall enclose latest copies of brochures of their firms and technical documentation, if any, giving additional information and proper reference to the brochures.
3. Each page of Qualification Information shall be duly signed by the Authorized Representative of the Bidder.
4. The enclosed Forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as "not applicable".
5. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupees only except for Works carried out abroad for which figures may be furnished in United States Dollars (USD).
6. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the Bid. In such a case a certified copy of the power of attorney should accompany the Bid. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the Bid.
7. If the bid is made by a limited company or a corporation, it shall be signed by a duly authorized person holding the proper/legal and valid authorization for signing the application, in which case a certified copy of the proper/legal and valid authorization should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence like copy of Certificate of Incorporation before the contract is awarded.
8. The information furnished must be sufficient for the satisfaction of the ASCL to show that the Bidder is capable in all respects to successfully complete the envisaged work.
9. Bidding Forms to be supported with scanned copies of all the documents as mentioned in Clause 6.5.1 which are required to be annexed as part of Technical Bid.

**Form Tech 1: BID SUBMISSION FORM**

To,

Date:

Chief Executive Officer,  
Amritsar Smart City Limited,  
Amritsar.

**Subject: Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar city”**

**Ref: Your Bid Document No. \_\_\_\_\_ dated \_\_\_\_\_**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.

.....

(b) We offer to execute in conformity with the Bidding Document the following Works:

**Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Machine and Electric Incinerator for a period of 5 (five) years at various locations in Amritsar city”**

(c) I/We offer to execute the works described above and remedy any defects therein during the Warranty Period and Operation and Maintenance Period of 5 years in conformity with the Conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) a s quoted by me/ us in our Financial Bid.

(d) Our Bid shall be valid for a period of **120 (one hundred twenty)** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% (five percent) percent of the Contract Price for the due performance of the Contract;

(f) Our firm, including the subcontractor or suppliers for any part of the Contract, are/ shall be from India;

(g) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(h) Our firm/ Company/ any Director/ partner has not been debarred/ blacklisted by any State Government / Central Government / PSU / Government Authority/ ASCL for any reason and such blacklisting/ debarment does not subsist as on Bid Submission Date;

(i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(k) We agree to permit Government of Punjab or ASCL or their representatives to inspect our

*Bidding Document for Supply, Installation, Commissioning, Operation and Maintenance for 5 years of Automatic Sanitary Napkin Vending Machines & Electric Incinerators at various locations*

accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ASCL;

- (l) We have not paid, or will pay any commissions or gratuities with respect to the bidding process and for execution of the Contract, if awarded;
- (i) We declare that we have complied with and shall continue to comply with the provisions of the Bid documents including Conflict of Interest as specified for Bidders in this Bidding Document during this procurement process and execution of the Works as per the Contract;
- (j) Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

Name/ address of the Authorized Representative of the Bidder: \_\_\_\_\_

\_\_\_\_\_

Designation: \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Stamp of the Bidder

Date: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Bidding Document for Supply, Installation, Commissioning, Operation and Maintenance for 5 years of Automatic Sanitary Napkin Vending Machines & Electric Incinerators at various locations*

**Form Tech 2: BIDDER'S INFORMATION**

1	Name of the Bidder	
2	The Bidder is: a Proprietary firm a firm in Partnership a Limited Company or Corporation .....	
3	Year of registration/ establishment	
4	Address of registered office	
5	Address of place of business	
6	Telephone No./ Fax No.	
7	Email Address	
8	Contact Person with Designation, Contact number & Email Id.	
9	Number of years of proven experience of providing similar services	
10	PAN No.	
11	GST Registration No.	
12	EPF/ ESI Registration details, if applicable	

Yours faithfully

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:



**Form Tech 3:**

**POWER OF ATTORNEY (PoA) FOR AUTHORIZED REPRESENTATIVE**

(On a non-judicial stamp paper of Rs. 300/-)

I/ We, M/s..... authorize the following Representative to sign and submit the Bid, negotiate terms and conditions for the contract, to sign the contract, to deal with the ASCL, to issue and receive correspondence related to all matters of the tender pertaining to “**Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerator for a period of 5 (five) years at various locations in Amritsar city**”. We / M/s ..... (the “**Bidder**”) undertake the responsibility due to any act of the representative appointed hereby.

**For Partnership Firm**

Sl. no.	Name of the All Partner	Signature of Partner with Seal
	Name and Designation of the person Authorized	
	Attested Signature of the Authorized Representative	

**For Limited Firm/ Company**

Name and Designation of the person Authorized	
<b>Name of the Firm</b>	
<b>Address</b>	
<b>Telephone No. &amp; Fax No.</b>	
Authority By which the Powers are delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures <i>(Proof of the authority of the attesting person to be attached with the PoA)</i>	

**Form Tech 4:**

**DECLARATION FOR BLACKLISTING/ DEBARMENT**

To,

Date:

The Chief Executive Officer,  
Amritsar Smart City Limited,  
Amritsar.

**Subject: Bid Document dated: \_\_\_\_\_ for “Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerator for a period of 5 (five) years at various locations in Amritsar city”**

Sir/ Madam,

I/ We have carefully gone through the Terms & Conditions mentioned in the referred Bid Document. I/ We hereby declare that my company / firm/ any Director/ Partner is not currently debarred/ blacklisted by any State Government/ Central Government/ PSU/ Government Authority in India/ ASCL as on the Bid Submission Date.

Or

I declare the following:

<b>S. No.</b>	<b>Blacklisted / debarred by State Government / Central Government / PSU / Government Authority in India/ ASCL</b>	<b>Reason</b>	<b>Date on which blacklisting/ debarment notification was issued</b>

(NOTE: In case the company/ firm/ Director/ Partner was blacklisted/ debarred previously, please provide the details regarding the Period for which the company/ firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

*Bidding Document for Supply, Installation, Commissioning, Operation and Maintenance for 5 years of Automatic Sanitary Napkin Vending Machines & Electric Incinerators at various locations*

**Form Tech 5: DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF BID DOCUMENT**

To,

Date:

The Chief Executive Officer,  
Amritsar Smart City Limited,  
Amritsar.

**Subject: Bid Document dated: \_\_\_\_\_ for “Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar city”**

Sir/ Madam,

I/ We have carefully gone through the Terms & Conditions mentioned in the above referred Bid Document. I/ We declare that all the provisions of this Bid Document are acceptable to my/ our company/ firm who has submitted its Bid as the Bidder for this Project. I further certify that I am an Authorized Representative of my company/ firm i.e. the Bidder and, therefore, competent to make this declaration. I further undertake on behalf of my company/ firm that we shall abide by the Bid including the Financial Bid submitted by my company/ firm.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

**Form Tech 6: PAST EXPERIENCE OF CARRYING SIMILAR WORK**

To,

Date:

The Chief Executive Officer,  
Amritsar Smart City Limited,  
Amritsar.

**Subject: Bid Document dated: \_\_\_\_\_ for “Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar city”**

Sir/ Madam,

Brief particulars of the Sanitary Napkin Vending Machines and Electric Incinerators supplied to any Government Department/ Organization/ public or private Institution/ Agency or PSUs in last 5 years preceding Bid Submission Date. The copy of purchase order/work order and performance certificate of the cited experience is also enclosed with the form.

<b>Sr. No.</b>	<b>Items</b>	<b>Description</b>
1.	Name of Department Institution/ Agency/ Organization (the Client)	
2.	Address of the Client	
3.	Purchase Order/ Work Order Date	
4.	Performance Certificate Date	
5.	Amount	
6.	Number of Machines Installed	
7.	Activities performed	
8.	Details of Client Contact person for reference check	Name: Address: Phone No./ Mobile No.: Email Id:
9.	Start Date (Month/ Year)	
10.	Completion Date (Month/ Year)	
11.	Period of Operation	

Note: Copies of original work orders/ purchase orders along with recommendation letters from clients towards proof of past similar work experience to be enclosed.

Yours faithfully,

(Signature of the Bidder/ Authorized Representative)

Name:

Designation:

Seal/ Stamp:

Date:

Business Address:

**Form Tech 7: DECLARATION OF ANNUAL TURNOVER AND NET WORTH**

To,

Date:

The Chief Executive Officer,  
Amritsar Smart City Limited,  
Amritsar.

**Subject: Bid Document dated: \_\_\_\_\_ for “Supply, Installation, Commissioning, Operation and Maintenance of Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar city”**

Sir/ Madam,

I hereby declare that, our firm's/ Company's Average Annual Turnover and Net Worth is as follows. The Statutory Auditor's certificate is attached for your reference.

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (IN INR)</b>
F. Y. 2016-17	
F. Y. 2017-18	
F. Y. 2018-19	
Average	

<b>RELEVANT FINANCIAL YEAR</b>	<b>NETWORTH</b>
FY 2018-19	

**Note:**

1. Net Worth should be in positive
2. In case of turnovers in foreign currency, the figures are to be given in relevant currency and figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 01.04.2019.
3. For FY 2018-19, provisional figures are also acceptable.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

**Form Tech 8: MANUFACTURERS' AUTHORIZATION FORM**

To \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_  
The Chief Executive Officer,  
Amritsar Smart City Limited,  
Amritsar

Dear Sir:

Bid Reference No.:

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (name and description of goods offered) having factories at \_\_\_\_\_ (address of factory) do state that:

- a) M/s \_\_\_\_\_ (Name and address of Agent) is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above Bid Document; OR
- b) M/s \_\_\_\_\_ (Name and address of the Authorized Dealer) is our accredited/authorized Dealer.

We hereby extend our full guarantee and warranty as per Clause 17 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Signature of Authorized Signatory)

(Name of manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

## **SECTION V –SCOPE OF WORK**

The scope of work for the Implementing Agency includes Supply of complete equipment, Installation, Testing, commissioning, operation and maintenance of Sanitary Napkin Vending Machines and Incinerators. The work also includes satisfactory demonstration, Training of personnel for operation and maintenance of machines, obtaining final acceptance certificate from the user department/ institution, warranty for Equipment and thereafter maintenance for five years.

### **Description of Works and terms and Conditions:**

1. Design, Supply, Installation and commissioning of 60 Sanitary Napkin Vending Machines and 85 Incinerators for disposal of used sanitary pads (Sanitary Napkin Vending Machines and Incinerators are collectively referred to as “goods”) within a period of 02 (two) months from the signing of the Contract.
2. Operation and Maintenance of the goods for five years after successful commissioning of the goods.
3. The Implementing Agency shall be responsible for conducting the survey to identify the locations where machines shall be installed. The responsibility to co-ordinate the survey alongwith the officials will be
4. The Sanitary Napkins being dispensed to the public shall be compliant with IS 5405 Standard at all times.
5. Supply and feeding of new IS 5405 compliant Sanitary pads in the Sanitary Napkin Vending Machines regularly to maintain the minimum reserve.
6. Each Vending Machine should be able to carry at least 50 Napkins of standard size/ various sizes and shall have a minimum reserve of 50 Sanitary Napkins at all times. The actual numbers and sizes of the sanitary napkins to be fed shall be decided after feedback and recommendations of the Implementing Agency which shall be based on various factors including usage of goods and pads.
7. Both the Machines must be Operational for 12 to 24 hours of the day depending upon the location. However, the timings may be varied depending upon the timing of the department/ institution where machines will be installed.
8. The Sanitary Napkin Vending Machines must be wall mounted. Incinerators may be wall mounted.
9. The Machines should have the option of working/ upgrading to work on Solar Power or Battery.
10. The Implementing Agency shall ensure routine inspection of the equipment by the equipment Contractor. The schedule of inspection including the parameters of inspection must be shared by the Implementing Agency before the successful commissioning of goods.
11. The Implementing Agency is encouraged to visit and examine the tentative locations and assess the feasibility of locations. The sites will be finalized after discussion with the Procuring Entity.

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12. Implementing Agency shall also provide complete Warranty & maintenance for all Manufacturer defect of Goods for a period of 60 months from the date of commissioning.
13. During the Contract period including AMC period, the Implementing Agency shall warrant that the goods supplied under the contract are new, unused, unless provided otherwise in the contract. The Implementing Agency will further warrant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
14. Procuring entity or designated representatives of the Contractor shall promptly notify Implementing Agency in writing of any claims arising under this AMC. Upon receipt of such notice, the Implementing Agency shall, within the AMC period and with all reasonable speed, repair or replace the defective systems, without costs to procuring entity and within time specified and acceptable to procuring entity.
15. During the comprehensive warranty period, the Implementing Agency shall provide all product(s), within 15 days of their availability and should carry out installation and make operational the same at no additional cost to procuring entity.
16. The Implementing Agency is responsible to provide the list of trained personnel along with address and mobile number. Implementing Agency will be responsible for repairing and/or replace of Vending Machine (s) & incinerator (s) during the entire contract period i.e. Five year AMC. If the contractor fails to replace/repair the item as instructed by ASCL Team the payment shall be deducted as per condition of contract.
17. The Implementing Agency shall take proper and relevant insurance for the Goods against any damage, public liability, etc. and also for the manpower engaged for the operation and maintenance period. The cost of insurance shall be borne by the Implementing Agency.

**Operation & Maintenance**

1. The Implementing Agency shall be responsible for five years of Operation and Maintenance of both the Machines which will also include the training of appropriate local staff. This will also include the cost of all spare parts required for comprehensive maintenance including all taxes.
2. The Implementing Agency shall sell the sanitary napkins through the Sanitary Napkin Vending Machines in the least possible prices to make the sanitary pads affordable to the consumers. If the prices are not consumer friendly, then this will be a condition for termination of the Contract and forfeiture of the performance security of the Implementing Agency. Whether the prices are consumer friendly or not shall be determined based on the prevailing Indian market rates for sanitary napkins sold through similar projects.
3. The Implementing Agency shall be responsible for keeping the Sanitary Napkin Vending Machines filled all the time with Sanitary Napkins of IS 5405 Standard.
4. All the Vending Machines & Incinerators shall be maintained in usable condition through regular and periodical maintenance by the agency throughout AMC period. In case of any breakage/ damage, the breakage/ damaged equipment shall be repaired/ replaced within two days, at contractor's own cost during AMC period.
5. The Implementing Agency is responsible for repairing or rectifying defects that appear in the works during this period. The period commences soon after the completion certificate issued by ASCL of the works be 5 years.



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6. The Implementing Agency shall be responsible for collecting the revenue generated from the selling of sanitary napkins through the Sanitary Napkin Vending Machines and share the sales data with the Procuring Entity for every month. Such data shall be submitted by 7<sup>th</sup> of every following month.
7. The Implementing Agency must ensure that Electric Incinerators machine should meet the specifications as laid down in Guidelines for Management of Sanitary Waste 2018.
8. The emissions from incinerators shall comply the General Emission Standards mentioned under Standard for incineration section in SWM Rules, 2016.
9. The Implementing Agency shall operate and maintain the Goods till the end of Contract period. Prior to the end of Contract period, the Implementing Agency shall submit an operating and maintenance manual for each department/ institution and also ensure that at least 02 numbers of personnel for each department/ institution, where goods are installed, are trained to operate and maintain the goods.
10. The Implementing Agency shall be responsible for co-ordinating the successful handing over of machines to the respective department/ institution/ building owner.
11. The Implementing Agency shall be responsible for launching campaigns and awareness programs (atleast 4 in a calendar year) for using the machines to promote female hygiene.

## SECTION VI – TECHNICAL SPECIFICATONS

### Minimum Features an Automatic Sanitary Napkin Vending Machine shall have:

1. Electronically operated.
2. Operatable on battery.
3. LCD Display.
4. Live Product Display.
5. Machine shall be able to accept Indian coins of all denominations. Shall have the facility for multiple insertion and also easily programmable for new coins which may be introduced later by Govt. of India.
6. Machine shall be able to dispense sanitary pads according to the requirement of customer e.g. if a customer want one pad then the machine must be able to dispense only one pad.
7. Easy Data (Sales Cash Collected) retrieval electronically
8. Shall have Less Weight, Compact and Wall Mountable.
9. Capacity to hold minimum 50 sanitary napkins as per the requirement.
10. Shall have Coin Collection box.
11. Stock Display window to see and check the product availability before coin insertion.
12. Easy to operate.

### Sanitary Napkin Vending Machine Specifications

<b>Type</b>	Fully Automatic Electronic Programmable Customizable Electronic Data Retrievable
<b>Mounting method</b>	Wall
<b>No of product column</b>	Atleast Two
<b>Product storage capacity</b>	Total>50
<b>Weight</b>	Upto 20 Kgs
<b>Construction</b>	Power coated Steel
<b>Design</b>	Sleek and elegant
<b>Electrical</b>	230v/50Hz/s Amp
<b>Vending mechanism</b>	Vends one product upon selecting a product and inserting the required coins
<b>Coin Acceptance</b>	Fully Electronic coin acceptor Accept different variants of coins Accept Multiple coins Easily Programmable for new variants of coin
<b>Programming feature</b>	Pricing-Programmable in field Time and data on display-programmable

<b>Non-Availability of Pads</b>	No STOCK -lock out provision, if user presses the button, and there is no stock then display shall show NO STOCK and even if any user puts in money, it shall be refunded
<b>Customizable</b>	Mechanically Customizable
<b>Sales</b>	Complete Sales data shall be collected in Micro-SD card

### **Electric Incinerator Specifications**

- Ensure complete burning of napkin
- Ensure instant disposal in a scientific and hygienic way with fully automatic way and burn completely
- Burns 150 to 200 napkins/day, can be programmed for cycles/day
- Self-disposal by user by directly putting into the incinerator
- Ash generation should not exceed more than 5% per napkin
- Ash should be collected in separate tray and ensure stack on that tray
- Auto power & thermal cut-off and automatic temperature maintenance should be there for safety of user
- Inside refractory lining should be excellent heat Guidelines on approval of Sanitary Waste retention to avoid thermal loss
- The residence time for gaseous products in the combustion chamber will be designed to be at least 2 seconds to ensure complete combustion
- The emission from incinerators shall comply the General Emission Standards mentioned under Standard for incineration section in SWM Rules, 2016.
- The Incinerator should stop automatically if the door/ lid is open.

### **Sanitary Napkins Specifications**

Sanitary Napkins/ Pads to be used for filling the vending machines must be IS 5405 compliant.

**SECTION VII – INDICATIVE LOCATIONS WHERE SANITARY NAPKIN VENDING MACHINES AND ELECTRIC INCINERATOR TO BE INSTALLED**

List of indicative schools (26 Nos.) Where Sanitary Vending Machines and Electric Incinerators need to be installed are as mentioned in below table:

1. Government Girls School
2. Railway Station and Bus Stand
3. Public Toilets
4. Hospitals
5. Factories or Industrial establishments
6. Offices
7. Government Offices

The aforesaid list of locations is indicative. The final list of locations shall be finalized after a joint survey & approval from MCA and Procuring Entity. The responsibility and expenses to co-ordinate the survey will be of the Implementing Agency.

**SECTION VIII - FINANCIAL BID/ PRICE SCHEDULE**

**(TO BE FILLED ONLINE ONLY; This is only a template and actual format is available on the portal)**

Sl No	Head	Description	Qty	Rate for one unit	Rate (in words) for one unit	Amount (in Rs.)
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=B x C</b>
1	Material / Equipment	Sanitary Napkin Vending Machine (Including Battery, Delivery & Installation Charges)	60			
		Sanitary Napkin Incinerator (Including, Delivery & Installation Charges)	85			
		<b>Sub Total</b>	<b>145</b>			

Sl No	Head	Description	Qty	Total Uni Cost of O&M for one month per machine location wise (in Rs.) in Figures	Rate (in words) for one unit	Cost of O&M for five year of all Machines (in Rs.)
		<b>F</b>	<b>B</b>	<b>G</b>		<b>H=B x G x 60</b>
2	Operation & Maintenance	Sanitary Napkin Vending Machine/Unit for 1+4 Years	60			
		Sanitary Napkin Incinerator/Unit for 1+4	85			

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		Years				
		<b>Sub Total</b>	<b>145</b>			
	<b>Total (E + H)</b>					

**Total Amount = Rs.....**

**Total Amount = (in words)**

Note:

1. The above prices quoted are inclusive of all taxes, transportation, duties, installation cost and warranty.
2. Operation and Maintenance price are inclusive of taxes, insurance, labour, manpower, replacement of parts and machine.
3. If there is a discrepancy between the unit price and total price, the unit PRICE shall prevail.
4. This format is to be filled online only. Any hard copy submission of the Financial Bid shall lead to rejection of the Bid.
5. Total price shall only be considered for determining the L1 Bidder.

Signature of Authorized Representative \_\_\_\_\_

Name & Designation \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Business Address \_\_\_\_\_

Date: \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

This format is to be filled online only. Any hard copy submission of the Financial Bid shall lead to rejection of the Bid.

## **SECTION IX – CONDITIONS OF CONTRACT**

### **A. GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

- a) **“Contract”** means the agreement entered into between the Procuring Entity and the Implementing Agency, as recorded in the Contract Form signed by the parties, for supply, installation, operation and maintenance of goods. It also includes all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) **“Contract Period”** means Period of 02 (two) months beginning from the date of signing of the Contract when the Goods will be supplied, installed and commissioned. It will also include Operation and Maintenance Period and end with successful taking over of Machines by the respective department. It will also include any time extensions given by the Procuring Entity.
- c) **“Contract Price”** means the price payable to the Implementing Agency under the Contract for the full and proper performance of its contractual obligations;
- d) **“Day”** means calendar day; Months are calendar months;
- e) **“GCC”** mean the General Conditions of Contract contained in this section.
- f) **“Goods”** means the Sanitary Napkin Vending Machines and Electric Incinerators, also referred to as machines collectively, which the Implementing Agency is required to supply, install, commission, operate and maintain under the Contract;
- g) **“Government”** means the Government of State of Punjab.
- h) **“Implementing Agency”** means the Implementing Agency with whom the Procuring Entity has executed the Contract for implementation of the Project.
- i) **“MCA”** means the Municipal Corporation Amritsar.
- j) **“Operation & Maintenance”** means operation and maintenance (routine or major) of the Sanitary Napkin Vending Machines and Electric Incinerators and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the terms hereof.
- k) **“Operation & Maintenance Period”** means the period of 5 (five) years starting from the date of commissioning of each Sanitary Napkin Vending Machines and Electric Incinerators during which the Implementing Agency shall be responsible for operation and maintenance of the Sanitary Napkin Vending Machines and Electric Incinerators including repairing of defects and replacing of defective/ faulty/ worn out components or parts of any Sanitary Napkin Vending Machines and Electric Incinerators.
- l) **“Procuring Entity”** means the Amritsar Smart City Limited,
- m) **“Project”** means the **Supply, Installation, Commissioning, Operation and Maintenance of Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar city.**
- n) **“Project Site”**, means the locations where Sanitary Napkin Vending Machines and Electric Incinerators are to be installed in accordance with the provisions of the Conditions of Contract including Scope of Work and Technical Specifications.
- o) **“Services”** means services ancillary to the supply of the Goods, such as transportation,

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insurance, installation, commissioning, operation and maintenance of the supplied Goods covered under the Contract;

- p) “**State**” means the State of Punjab.

Other terms appearing in capitals but not defined in the Conditions of Contract shall bear the same meaning as ascribed to them in the ITB.

## 1.2 Interpretation

1.2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. In this Contract, except where the context requires otherwise:

- a) words have their normal meaning under the language of the Contract unless specifically defined. The Authorized Representative of the Procuring Entity will provide instructions clarifying queries about the Conditions of the Contract;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- e) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.3 The damages payable by the Implementing Agency, as set forth in the Conditions of Contract, whether liquidated or not/ whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Procuring Agency entitled to receive the same and are not by way of penalty (the “**Damages**”).

1.4 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.5 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.6 The documents forming the Contract shall be interpreted in the following order of priority:

- a) Contract
- b) Letter of Acceptance
- c) Scope of Project
- d) Technical Specification
- e) Special Conditions of Contract (SCC)
- f) General Conditions of Contract (GCC)
- g) Bill of Quantities (BOQs)
- h) Implementing Agency’s Bid.



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If there are varying or conflicting provisions in the documents forming part of the contract, the Procuring Entity to approve the tender shall be the final deciding authority with regard to the intention of the document.

The Language of the Contract shall be English and the law governing the contract shall be Law of Union of India.

**2. Authorized Representative**

- 2.1. The Procuring Entity shall have appointed its authorized representative who shall be responsible for supervising the implementation of the Project, inspection of Goods (accompanied by such other officials of the Procuring Entity or MCA) administering the Contract, certifying payments due to the Implementing Agency, issuing and valuing Variations to the Contract and getting the contract executed on behalf of the Procuring Entity.
- 2.2. Immediately upon execution of the Contract, the Implementing Agency shall have deployed a representative on its behalf to be the Project manager/ Incharge who have full authority to act on behalf of the Implementing Agency for all matters relating to this Contract and shall be an overall in-charge to ensure implementation of the Project in accordance with the provisions hereof.

**3. Access of the Project Site**

The Procuring Entity shall facilitate in handing over access of the specific sites/ locations mentioned in the SCC, to the Implementing Agency from the owners/ management of the educational and public institutions, bus stations, etc. as the work schedule of the Implementing Agency commensurate with the Project Milestones in Clause 10 approved by the Procuring Entity. Access to building/ institution shall be facilitated by ASCL/ MCA. If access of a part of the site required as per the work schedule is not given by the date when it is actually required for carrying out the work, the Implementing Agency shall be entitled to corresponding extension in time.

**4. Eligible Goods and Related Services**

For purposes of this Contract, the term goods include commodities, raw material, machinery, equipment, and industrial plants; and related services, such as insurance, transportation, supply, installation, integration, testing, commissioning, operation and maintenance.

**5. Scope of Work**

- 5.1 The broad scope of work of the Implementing Agency includes Supply, Installation, Commissioning, Operation and Maintenance of Sanitary Napkin Vending Machines and Electric Incinerators. The detailed Scope of Work of the Implementing Agency is contained in Section V & VI of the Bid Document.
- 5.2 The Implementing Agency shall achieve installation of all Sanitary Napkin Vending Machines and Electric Incinerator as per the Project Milestones set forth in Clause 10 of these Conditions of Contract.
- 5.3 The Operations & Maintenance Period shall be of 5 (five) years starting from the date of successful installation of each Sanitary Napkin Vending Machines & Electric Incinerators as certified by the Procuring Agency or its representative. During the Operations & Maintenance Period, the Implementing Agency shall be solely responsible for undertaking both operation and (regular & preventive) maintenance including undertaking minor/ major repairs that may be required from time to time and remedying/ repairing, restoring to the original condition any apparent, virtual or observed defects, deficiencies, faults in the Sanitary Napkin Vending Machines and Electric Incinerator, to the satisfaction of the Procuring Entity/ MCA.

5.4 During the Contract Period inclusive of implementation period & operation and maintenance period, the Contractor shall employ trained personnel to ensure proper implementation, operation and maintenance of vending machines and incinerators.

5.5 While carrying out the Scope of Work under the Contract, the Implementing Agency shall comply and abide with all applicable laws, orders of Courts of Record or tribunal, any policy, rules and regulations of Government of India or State Government of Punjab. It shall be ensured by the Bidder that collection and disposal of scrap is in accordance to the highest level of contemporary rules and guidelines including Sanitary Waste Guidelines, 2018 (as amended up to date) and also as per State Pollution Control Board norms.

## **6. Country of Origin**

6.1 The Implementing Agency shall ensure that the Goods to be supplied in pursuance of the Contract are produced, processed or sourced/ originated from India in accordance with the "Make in India" policy issued by the Government of India and the orders made there under governing the procurement of goods and services to use the local content sourced and originated in India.

## **7. Technical Specifications and Standards**

7.1 The Goods & Services to be provided by the Implementing Agency under this Contract shall conform to the Technical Specifications mentioned in Section V & VI.

## **8. Advertisement Rights on the Sanitary Napkin Vending Machines and Electric Incinerator**

8.1. Advertisement rights, if any, shall vest with the Implementing Agency. However, such rights shall only be exercisable in consonance with the Policy prevalent during the period of Contract and subject to relevant approvals from the concerned department. 15% (Fifteen percent) of payment received from the revenue generated from the Advertisements/ rights shall be shared with Procuring Entity. Two sides of the machine and canopy (if installed) may be used as Advertisement space by Implementing Agency subject to prevalent Advertisement Policy and approvals. If no permissions or approvals are granted then no advertisements shall be displayed.

## **9. Contract Prices**

9.1. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract. Prices charged by the Implementing Agency for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Implementing Agency in its bid, with the exception of any price adjustments authorized in the Special Conditions of Contract.

## **10. Project Milestones and Payment Terms**

### **10.1. Project Milestones**

The Sanitary Napkin Vending Machines and Electric Incinerator should be transported, installed and commissioned at various locations within a period of 02 months as per the milestones given by the Implementing Agency along with the signing of the Contract.

### **10.2. Payment Terms**

10.2.1. Payment shall be made to the Implementing Agency at the accepted rates in the following stages:

- a) 50% payment of machine cost shall be released after the receipt of requisite machines (with complete mechanical/electrical components) in good & sound condition along-with Testing, Warranty certificates at site and the machines shall be duly checked and inspected by the official of MCA/ ASCL.

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- b) Next 40% of machine cost shall be released after the installation & commissioning of the machines at site.
- c) Final payment of 10% of machine cost shall be released after successful running of machines for 12 months from the date of handing over of the machines.
- d) Operation & Maintenance cost will be paid to the supplier at the end of each quarter of successful operations in equivalent proportions.

10.2.2. Mode and Manner of Invoicing and release of Payment

- a) The Implementing Agency's request(s) for payment shall be made to the procuring entity in writing, accompanied by an invoice describing, as appropriate, services completed upto the stage for which the invoice is raised. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
- b) Payments shall be made promptly by the procuring entity within thirty (30) days after receipt of the invoice or claim by the Implementing Agency, only after quality inspection and Verification by the procuring entity's Official of the conformity of the Goods/ Products/ Services supplied as per the agreed Specifications. However, no interest shall be payable by the Procuring Entity or MCA if payment is delayed.
- c) Payment shall be made in Indian Rupees by RTGS / NEFT direct to the bank account of the Implementing Agency.
- d) All remittance charges shall be borne by the Implementing Agency.
- e) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this tender document, shall be deducted from the due payments of the Implementing Agency.
- g) Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations.

**11. Performance Security**

- 11.1. Within 21 (twenty one) days of receipt of the Letter of Acceptance, the Implementing Agency shall furnish Performance Security to the Procuring Entity for an amount equal to 5% (five percent) of the total value of the contract, valid up to 60 (sixty) days beyond the Operation and Maintenance Period, to cover the amount of liquidated damages and/ or the compensation of the breach of Contract.
- 11.2. The Performance Security shall be denominated in Indian Rupees and shall be in form of a Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in Section-X of this document in favour of Procuring Entity. The Performance Security Bank Guarantee shall be unconditional and irrevocable and issued by a scheduled Bank in India in the prescribed format. The Bank Guarantee shall be got verified from the issuing bank and confirmer, if any.
- 11.3. In the event of any amendment issued to the contract, regarding extension of time, the Implementing Agency shall, within 21 (twenty-one) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the Contract, as amended.
- 11.4. The Procuring Entity shall be entitled to forfeit the Bank Guarantee in case of any default by the Implementing Agency in terms of the Conditions of the Contract. ASCL will release the Performance Security without any interest to the Implementing Agency on completion of the Implementing Agency's all contractual obligations including the warranty obligations.

## **12. Packing and Marking**

- 12.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the Contract.

## **13. Inspection, Testing and Quality Control**

- 13.1. The Implementing Agency shall intimate at least 15 (fifteen) days in advance about the readiness of Goods to commensurate with the delivery schedule for getting material inspected. The Procuring Entity at its discretion may waive the inspection or depute its authorized representative along with other inspecting member to test/ examine and inspect the Goods at the Implementing Agency's factory or warehouse. Such inspection and acceptance for dispatch shall not however relieve the Implementing Agency from its sole and entire responsibility for supplying the Goods/ Sanitary Napkin Vending Machines and Electric Incinerator conforming to the requirements of the order nor shall it prejudice any claim because of defective or unsatisfactory Goods/ Sanitary Napkin Vending Machines and Electric Incinerators. All the expenses for testing, inspection, transportation shall be borne by the Implementing Agency. Such expenses will also include travelling, boarding and lodging expenses of the inspecting members of the Implementing Agency. If Implementing Agency refuses to bear the expenses then such expenses will be deducted from the payments to be made to the Implementing Agency.

## **14. Rejection**

- 14.1. Goods/ components not approved during inspection or testing shall be rejected and will have to be replaced by the Implementing Agency at his own cost within the time fixed by the Procuring Entity. The rejected articles/ components/ Goods shall be removed and replaced by the Implementing Agency within 15 days of intimation of rejection or within such longer period as permitted by the Procuring Entity. In the event the Implementing Agency fails to remove or replace the rejected articles/ components/ Goods within the aforesaid period, the Implementing Agency shall be liable to pay liquidated damages at the rate of 0.07% of the Contract Price for each day of delay subject to maximum of 7.5% of the Contract Price, after which it shall tantamount to default on the part of the Implementing Agency and the Procuring Entity shall be liable to terminate the Contract.

## **15. Transportation**

- 15.1. The Implementing Agency shall be responsible for the proper packing to avoid damage under normal conditions of any mode of transportation and delivery of the material in the good condition to the locations in Amritsar city. In the event of any loss, damage, breakage or leakage or any shortage, the Implementing Agency shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

## **16. Insurance**

- 16.1. Unless otherwise instructed, the Implementing Agency shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage, installation, commissioning, operation and maintenance.
- 16.2. Wherever necessary, the Goods and Service supplied under the Contract shall be fully insured. If considered necessary, the insurance may be done for coverage on "all risks" basis including vandalism, rioting, war risks, strike clauses, public liability, public injury. The amount to be

covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc. The Implementing Agency shall keep the Procuring Entity indemnified for any kind of loss occurring to any property or injury or death caused because of the operation of machines.

#### **17. Warranty**

- 17.1. The Implementing Agency warrants comprehensively that the Goods/ Sanitary Napkin Vending Machines and Electric Incinerators including their components, etc., supplied under the Contract are new, genuine, unused and meets the Technical Specifications set forth in SCC. The Implementing Agency further warrants that the Goods/ Sanitary Napkin Vending Machines and Electric Incinerator supplied under the Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Implementing Agency that may develop under normal use of the supplied Goods under the conditions prevailing in India.
- 17.2. This warranty shall remain valid for the entire Operation & Maintenance Period during which the Implementing Agency shall, promptly repair or replace the defective components or parts thereof, free of cost.
- 17.3. If the Implementing Agency, having been notified, fails to rectify/replace the defect(s) promptly, the Procuring Entity may proceed to take such remedial action(s) as deemed fit by the Procuring Entity, at the risk and expense of the Implementing Agency and without prejudice to other contractual rights and remedies, which the Procuring Entity may have against the Implementing Agency.
- 17.4. Implementing Agency shall carry sufficient inventories to assure ex-stock supply of consumable/ spares for the Goods so that the same are readily available during the Contract Period.
- 17.5. In the event of any loss to the Goods due to any theft, vandalism or rioting, the cost on account of replacement or repairing of Goods or any part thereof shall be borne from the insurance proceeds and in case of any shortfall, the same shall be made good by the Implementing Agency.

#### **18. Patent Rights**

- 18.1. The Implementing Agency shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

#### **19. Sub-contracting**

The Implementing Agency shall not sub-contract the installation works but may sub-contract the operation and maintenance of the Sanitary Napkin Vending Machines and Electric Incinerators, with the approval of the Procuring Entity. Such sub-contracting does not alter the Implementing Agency's obligations and responsibilities under the Contract.

#### **20. Labour & Compliance with Labour Regulations**

- 20.1 The Implementing Agency shall make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.
- 20.2 During continuance of the Contract, the Implementing Agency and his sub-Implementing Agency shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Implementing Agency shall keep the Procuring Entity

indemnified in case any action is taken against the Procuring Entity by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments.

## **21. Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Contract Price, then the Contract Price shall be correspondingly increased or decreased, to the extent that the Implementing Agency has thereby been affected in the performance of any of its obligations under the Contract.

## **22. Extensions of Time**

- 22.1 If at any time during performance of the Contract, the Implementing Agency should encounter conditions impeding timely delivery of the Services, the Implementing Agency shall promptly notify Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Implementing Agency notice, Procuring Entity shall evaluate the situation and may at its discretion extend the Implementing Agency's time for performance in writing.
- 22.2 Subject to the provision of Force Majeure under GCC Clause 24, any delay by the Implementing Agency in the performance of its obligations under the Conditions of Contract shall render the Implementing Agency liable for any or all of the following sanctions:
- I. Imposition of Liquidated Damages;
  - II. Forfeiture of its Performance Security; and
  - III. Termination of the Contract for default.

## **23. Liquidated damages**

For supply/commissioning delay, Damages @ Rs.1,000/- per day per equipment will be imposed upon the Implementing Agency for the first 10 days & at the rate of Rs.2,500/- per day per equipment after 10 days till 30 days of delay will be imposed. Supply/Commissioning delay more than 70 days on Implementing Agency account will lead to termination of contract.

In case the Implementing Agency does not attend to any defect/ fault in the Sanitary Napkin Vending Machines and Electric Incinerator immediately during the Operation and Maintenance Period, the Procuring Entity would be liable to levy Damages at the rate of Rs.1000/- per day per machine of delay after reporting or noticing of such defect/ fault to/by the Implementing Agency. In addition, proportionate monthly payment of AMOC charges will also be deducted for the non-functioning period beyond one week.

If during the sample check by the authorized representative/ supervisor of the Procuring Entity/ MCA, it is detected that equipment is not working properly as per the specification/ requirements or the disposal of the produce is not being done timely during the prescribed working hours, a spot fine of Rs.10,000/- (Rupees Ten Thousand Only) will be imposed on the Implementing Agency. Such defects reported which is not leading to non-working of the equipment must be rectified within one week.

## **24. Force Majeure**

- 24.1 Notwithstanding the provisions contained in GCC Clauses 14, 23, 25, 26 and 27, the Implementing Agency shall not be liable for imposition of any such sanction so long the delay and/or failure of the Implementing Agency in fulfilling its obligations under the Contract is the result of an event of Force Majeure.

- 24.2 For purposes of this Clause, Force Majeure means an event beyond the control of the Implementing Agency and not involving the Implementing Agency's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of God, acts of the State Government/ Procuring Entity either in its sovereign or contractual capacity, wars or revolutions, sabotage, fires, floods, explosions, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management.
- 24.3 If a Force Majeure situation arises, the Implementing Agency shall promptly notify the Procuring Entity in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Procuring Entity in writing, the Implementing Agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, either party may at its option terminate the contract without any financial repercussion on either side.
- 24.4 In case due to a Force Majeure event, Procuring Entity is unable to fulfill its contractual commitment and responsibility, Procuring Entity will notify the Implementing Agency accordingly and subsequent actions taken on similar lines described in above sub-Clauses.

## **25. Termination for convenience**

- 25.1 The Procuring Entity reserves the right to terminate the Contract, in whole or in part for its (Procuring Entity's) convenience, by serving written notice on the Implementing Agency at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the Procuring Entity. The notice shall also indicate inter alia, the extent to which the Implementing Agency's performance under the Contract is terminated, and the date with effect from which such termination will become effective.
- 25.2 The Goods and services which are complete and ready in terms of the Contract for delivery and performance within 30 (thirty) days after the Implementing Agency's receipt of the notice of termination shall be accepted by the Procuring Entity following the Contract terms, conditions and prices. For the remaining Goods and services, the Procuring Entity may decide:
- a. to get any portion of the balance work completed and delivered at the contract terms, conditions and prices; and/ or
  - b. to cancel the remaining portion of the Goods and services and compensate the Implementing Agency by paying a mutually agreed amount for the cost incurred by the Implementing Agency towards the remaining portion of the Goods.

## **26. Termination for default**

- 26.1 Procuring Entity, without prejudice to any other contractual rights and remedies available to it (Procuring Entity), may, by written notice of default sent to the Implementing Agency, terminate the Contract in whole or in part, if the Implementing Agency (including its employees/ agents/ sub-contractor) fails to deliver any or all of the Goods or fails to perform any other contractual obligation(s) within the time period specified in the Contract or in the notice.
- 26.2 In the event of any breach of the said terms and conditions of the Contract, the Procuring Entity shall be entitled to forfeit the whole or the part of the Performance Guarantee besides terminating or revoking the contract.
- 26.3 Unless otherwise instructed by the Procuring Entity, the Implementing Agency shall continue to perform the Contract to the extent not terminated.

**27. Termination for insolvency**

If the Implementing Agency becomes bankrupt or otherwise insolvent, the Procuring Entity reserves the right to terminate the Contract at any time, by serving written notice to the Implementing Agency without any compensation, whatsoever, to the Implementing Agency, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Procuring Entity.

**28. Withholding and lien in respect of sums claimed**

Whenever any claim or claims for payment of a sum of money arises out of or under the Contract against the Implementing Agency, the Procuring Entity shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Implementing Agency and for the purpose aforesaid, the Procuring Entity shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Implementing Agency, the Procuring Entity shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Implementing Agency under the same contract or any other contract with the Procuring Entity or the MCA, pending finalization or adjudication of any such claim and that the Implementing Agency shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Implementing Agency.

**29. Instructions**

The Implementing Agency shall carry out all the instructions of the Authorized Representative of the Procuring Entity pertaining to the Project and works being carried out in relation thereto which comply with the applicable laws where the site is located.

**30. Disputes Resolution Mechanism**

- 30.1. If any dispute or differences of any kind what-so-ever arise between the Procuring Entity, its authorized representatives, MCA and the Implementing Agency in connection with or arising out of this Contract or the execution of works, these shall be resolved as under.
- 30.2. Whether before its commencement or during the progress of Project or after the termination, abandonment or breach of the Contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the Authorized Representative of Procuring Entity and he shall, within a period of thirty (30) days after being requested in writing by the Implementing Agency to do so, convey his decision to the Implementing Agency. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Implementing Agency. In case the Project is already in process, the Implementing Agency shall continue with the execution of the Project as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
- 30.3. If the Authorized Representative has conveyed his decision to the Implementing Agency and no claim for arbitration has been filed by the Implementing Agency within a period of thirty (30) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Implementing Agency and will not be a subject matter of arbitration at all.



- 30.4. If the Authorized Representative fails to convey his decision within a period of thirty (30) days from the date on which the said request was made by the Implementing Agency, he may refer the dispute for arbitration as hereinafter provided.
- 30.5. All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration to the sole Arbitrator appointed by CEO, PMIDC.
- 30.6. The reference to the Arbitrator shall be made by the claimant party within ninety (90) days from the date of dispute of claim arises during the execution of the Project. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within four (4) calendar months from the date of payment of the final bill to the Implementing Agency.
- 30.7. The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law thereunder or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- 30.8. The Arbitrator shall give a reasoned award for each claim/counter claim.
- 30.9. The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
- 30.10. The venue of arbitration shall be Amritsar, Punjab. The work under the contract shall continue during the arbitration proceedings.
- 30.11. The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- 30.12. No question relating to this Contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the Contract. The pending arbitration proceedings shall not disentitle the Procuring Authority to terminate the Contract and to make alternate arrangement for completion of the Project.
- 30.13. Arbitrator shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However, the Arbitrator shall make all out efforts to decide each claim within a period of six (6) months from the date of initiation.
- 30.14. The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

### **31. Variation**

Variation in quantities only upto 30% (thirty percent) of the originally agreed quantities shall be allowed under the Contract. For any Variation beyond 30%, the Procuring Entity shall call fresh quotation from third parties including the Implementing Agency.

### **32. Taking Over Certificate**

The Implementing Agency shall request the Procuring Entity and the beneficiaries to issue a Taking over Certificate of the completed Project and the Procuring Entity along with other concerned experts and concerned Engineers from Municipal Corporation Amritsar, within thirty (30) days of the receipt of such request, shall inspect the Goods. If there is no defect in the Goods (except usual wear and tear), the Procuring Entity shall furnish the Implementing Agency with such a certificate of Project completion. If the date of handing over of all Goods does not coincide, then the Implementing Agency may similarly apply for a Taking-Over

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Certificate for each/ collectively for some Goods. During the aforesaid period, the Implementing Agency shall be responsible to impart appropriate training to the personnel of the beneficiaries (i.e. institutions, public places where such machines are installed)/ any agency hired by such beneficiaries, to operate the Goods. In the event, some defects or shortcoming or non-compliance is noticed by the inspection team/ Procuring Entity, the Implementing Agency shall be liable to repair such defects and remove the deficiencies pointed out within the period specified. In the event, the Implementing Agency fails to do so, the Implementing Agency shall be liable to pay Damages @ 0.07% of the Contract Price for each day of delay until the work is done. Bank Guarantee for Performance Security will be extended accordingly till the time defects are not removed.

**B. SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. **SCOPE OF WORK OF THE IMPLEMENTING AGENCY** *(same as section V of Bid Document) :*
  
2. **TECHNICAL SPEIFICATIONS** *(same as section VI of Bid Document) :*
  
3. **LOCATIONS WHERE SANITARY NAPKIN VENDING MACHINES AND ELECTRIC INCINERATOR TO BE INSTALLED** *(same as section VII of Bid Document) :*

**SECTION XI – CONTRACT FORMS**

- 1. Format of Letter of Acceptance**
- 2. Format of Contract Agreement**
- 3. Format of Performance Security Bank Guarantee**

**LETTER OF ACCEPTANCE**

*[on letterhead paper of the Procuring Entity]*

No. ....

*Dated* .....

To: ..... *[name and address of the Implementing Agency]* .....

Subject: Notification of Award for **Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar City**

This is to notify you that your Bid dated ... *[date]* ... for the **Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar City; Bid Reference No. \_\_\_\_\_** for the Accepted Contract Amount of the equivalent of ..... *[amount in numbers and words and name of currency]* ....., as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by *Chief Executive Officer, Amritsar Smart City Limited.*

The date of commencement and completion of the Works shall be:

.....

You are requested to furnish the Performance Security in the form of an unconditional and irrevocable Bank Guarantee as per the format given in the Contract Forms for the same for an amount equivalent to Rupees ..... within 21 (twenty one) days of notification of the award valid up to 60 (sixty) days after the date of expiry of Operation & Maintenance Period and sign the Contract, failing which action as stated in Instructions to Bidders shall be taken.

Authorized Representative: .....

Name and Title of Signatory: Chief Executive Officer, ASCL, Amritsar.

Designation: .....

**CONTRACT AGREEMENT \_\_\_\_\_**

*(on non-judicial stamp paper of appropriate value)*

Contract No. \_\_\_\_\_ dated \_\_\_\_\_

THIS CONTRACT AGREEMENT made this.....day of .....2019,

**BETWEEN**

The Chief Executive officer, Amritsar Smart City Limited, SCO-21, Second Floor, B-Block, District Shopping Complex, Ranjit Avenue, Amritsar, Punjab-143001 )hereinafter the “**Procuring Entity**”),( of the one part

**AND**

M/s ..... having its registered/ head office at ..... represented by Mr./ Ms..... holding the designation of ..... (hereinafter the “**Implementing Agency**”),( of the other part:

WHEREAS the *Procuring Entity* desires that the Project known as “**Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar City**” should be executed by the Implementing Agency, and has accepted a Bid by the Implementing Agency for the execution and completion of the works comprised in the Project; operation, maintenance and remedying of any defects therein during the Operation and Maintenance Period for 5 (five) years in conformity with the provisions of the contract in all respect and for which the Implementing Agency has submitted Performance Security for Rupees ----- in the form of unconditional and irrevocable Bank Guarantee in favour of Amritsar Smart City Limited.

The Procuring Entity and the Implementing Agency agree as follows:

1. In this Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement. This Contract Agreement shall prevail over all other Contract documents.
3. In addition to this Contract Agreement, the following documents etc, shall also be deemed to form and be read and construed as integral part of this contract:
  - a) Contract
  - b) Letter of Acceptance
  - c) Special Conditions of Contract including Scope of Project & Technical Specifications
  - d) General Conditions of Contract
  - e) Bill of Quantities
  - f) Implementing Agency’s Bid.
4. In consideration of the payments to be made by the Procuring Entity to the Implementing Agency as indicated in this Agreement, the Implementing Agency hereby covenants with the Procuring Entity to execute the Project and to remedy defects therein in conformity in all respects with the provisions of the Contract including Conditions of Contract.

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5. The Procuring Entity hereby covenants to pay the Implementing Agency in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

<b>Signature, name, seal and address of Procuring Entity's authorized official</b>	<b>Signature, name, seal and address of Implementing Agency's authorized official</b>
--	---

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## **BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ (hereinafter referred to as “the **Guarantor**”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Chief Executive Officer, Amritsar Smart City Limited having its office at SCO 21, 2<sup>nd</sup> Floor, Dist. Shopping Complex, B-Block, Ranjit Avenue, Amritsar, Punjab (hereinafter called “Procuring Entity” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_ (the “Implementing Agency”), a company/ firm formed under (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the Bid Reference No. 02/ASCL/2019-20 \_\_\_\_\_ dated \_\_\_/\_\_\_/2019 issued by Procuring Entity, has been selected for the **Supply, Installation, Commissioning, Operation and Maintenance of Automatic Sanitary Napkin Vending Machines and Electric Incinerators for a period of 5 (five) years at various locations in Amritsar City** more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Procuring Entity and Implementing Agency. The Letter of Acceptance dated \_\_\_\_\_ and the Conditions of Contract requires the Implementing Agency to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_/- (Rupees in words), by way of security for guaranteeing the due and faithful compliance of its obligations under the Contract Agreement.

Whereas, the Implementing Agency approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Implementing Agency shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations thereunder;
2. We, the Guarantor, shall, without demur, pay \_\_\_\_\_ an amount not exceeding INR (Rupees in words) within 7 (seven) days of receipt of a written demand from Procuring Entity, stating that the Implementing Agency has failed to fulfill its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Implementing Agency or any other person and irrespective of whether the claim of the Procuring Entity is disputed by the Implementing Agency or not.
4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim from the Procuring Entity under this Guarantee, which is one month after the expiry of performance guarantee. Any demand received by the Guarantor from Procuring Entity prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor are paid.
5. In order to give effect to this Guarantee, Procuring Entity shall be entitled to, treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected



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by any variations in the terms and conditions of the Agreement or other documents by Procuring Entity or by the extension of time for performance granted to the Implementing Agency or any postponement for any time of the power exercisable by Procuring Entity against the Implementing Agency or forebear or enforce any of the terms and conditions of the Agreement, and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Procuring Entity or any indulgence by Procuring Entity to the Implementing Agency to give such matter or thing, whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of \_\_\_\_\_ its \_\_\_\_\_ and authorized office.

Authorized Representative \_\_\_\_\_ Bank