



AMRITSAR SMART CITY LIMITED

**NATIONAL COMPETITIVE BID (NCB)
BID REFERENCE NO: 01/ASCL/2019-20**

**BID DOCUMENT FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION
AND MAINTENANCE OF REVERSE VENDING MACHINES FOR A PERIOD OF 5 (FIVE)
YEARS AT VARIOUS LOCATIONS IN AMRITSAR CITY UNDER AMRITSAR SMART
CITY PROJECT**

May 2019

CHIEF EXECUTIVE OFFICER

AMRITSAR SMART CITY LIMITED,
SCO – 21, 2nd FLOOR,
DISTT. SHOPPING COMPLEX,
RANJIT AVENUE, B – BLOCK,
AMRITSAR – 143001 PUNJAB
TEL: +91 1835015048
Email: ceoasclar@gmail.com



Table of Contents

Sr. No.	Particulars	Page No.
1.	Introduction & Brief Description of Bidding Process	07
2.	Eligible Bidders & Minimum Eligibility Criteria	09
3.	Content of Bid Documents	10
4.	Clarification of Bid Documents and Pre-Bid Conference	10
5.	Amendments to the Bid Documents	11
6.	Technical and Financial Bids	12
7.	Currencies of Bid and Payment	13
8.	Bid Validity Period	13
9.	Bid Security	13
10.	Format and Signing of Bids	14
11.	Documents Establishing Bidder's Eligibility and Qualifications	14
12.	Submission Sealing and Marking of Bids	14
13.	Deadline for Submission of Bids	14
14.	Late Bid	14
15.	Bid Opening	15
16.	Evaluation of Technical Bid	15
17.	Process to be confidential	16
18.	Clarification of Financial Bids	16
19.	Unbalanced Bids	16
20.	Award Criteria	17
21.	Procuring Entity's Right to accept any Bid and to reject any or all Bids	17
22.	Notification of Award	17
23.	Performance Security	17

24.	Non-receipt of Performance Security and Contract by Procuring Entity	18
25.	Corrupt or Fraudulent Practices	18
26.	Section III – Minimum Eligibility Criteria	19
27.	Section IV – Bidding Forms for Qualification Information	20
28.	Form Tech 1: Bid Submission Form	21
29.	Form Tech 2: Bidder’s Information	23
30.	Form Tech 3: Power of Attorney (PoA) for Authorized Representative	24
31.	Form Tech 4: Declaration for Blacklisting and Authorization	25
32.	Form Tech 5: Declaration for Accepting Terms and Conditions of Bid Document	26
33.	Form Tech 6: Past Experience of Carrying Similar Work	27
34.	Form Tech 7: Declaration of Annual Turnover and Net Worth	28
35.	Form Tech 8: Manufacturers’ Authorization Form	29
36.	Section V – Scope of Work	30
37.	Section VI – Technical Specifications	32
38.	Section VII – Locations where Reverse Vending Machine is to be Installed	34
39.	Section VIII - Financial Bid/ Price Schedule	36
40.	Section IX – Conditions of Contract	37
41.	Section X – Contract Forms	49

SECTION I – INVITATION FOR BIDS (IFB)

Notice inviting online Bids for: Supply, Installation, Commissioning, Operation and Maintenance of Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city

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

Name & Address of Procuring Entity	Chief Executive Officer Amritsar Smart City Limited, SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar - 143001, Punjab, INDIA
Subject Matter of Procurement	Notice inviting Online Bids for Supply, Installation, Commissioning, Operation and Maintenance of Reverse Vending Machines for Period of 5 (five) years at various locations in Amritsar city under Amritsar Smart city Project.
Period of online availability of Bid Documents (Start Date/ End Date)	Start Date: From: 27.05.2019 03:00 PM End Date: Till: 25.06.2019 03:00 PM
Bid Document Fee	Rs.10,000/- (Rupees Ten Thousand only) + applicable tender processing fee
Date and time for Pre-bid Meeting	Date and Time: 06.06.2019 11:00 AM Place: SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar, Punjab, 143001
Manner, Start Date for submission of Bids	Manner: Online on e-Procurement website https://eproc.punjab.gov.in Start Date: From: 27.05.2019 03:00 PM
End Date for submission of Bids i.e. Bid Submission Date	End Date: Till: 25.06.2019 03:00 PM
Amount of Bid Security/Bid	Rs.7,66,000/- (Rupees Seven Lakh Sixty-Six Thousand only)
Date and Time of opening of Technical Bid:	25.06.2019 at 03:45 PM
Date and Time of opening of Financial Bid	Will be intimated later to the Technically qualified bidders
Language	<ul style="list-style-type: none"> • This Bid Document has been issued in English language • Bids shall be submitted in English • All correspondence exchange shall be in English language
Bid Validity	120 days from the bid submission deadline
Preparation of Bids	The Bids shall comprise of the following: Technical Bid & Financial Bid as per Clause 6

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 Bidder 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 successful Bidders 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 Documents are 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.

- | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>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.</p> <p>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.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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. In recent times all local authorities are facing difficulties in management of Plastic in an organised way. Plastic being non-biodegradable material, proper management by establishing a firm supply chain network for recycling them is utmost essential. It is with this intention, the Amritsar Smart City Limited is planning to introduce **“REVERSE VENDING MACHINES WITH SMS BASED COUPONING SYSTEM”** at various public places with a view to encourage people to use smart and environment friendly means for disposal of PET bottles/ Aluminium Cans etc. Reverse Vending Machines are a key part of container deposit systems, which see 70% to almost 100% of all drink containers returned for recycling. No other waste collection system comes even close to beating it.

Proposal to deploy PET bottle flaking machine is to neutralize post consumption PET bottle wastes, recycle it and educate community about benefit of recycling. Reverse Vending Machines create visibility and encourage people to participate through inbuilt reward & recognition feature.

- 1.1.2. Accordingly, Amritsar Smart City Limited (hereinafter referred to as “ASCL” or “Procuring Entity”) invites online Bids for the work pertaining to **“Supply, Installation, Commissioning, Operation and Maintenance of Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project”** (hereinafter referred to as the **“Project”** or **“Work”**).

- 1.1.3. The sites for the Reverse Vending Machines for pet bottles (RVMs) shall be identified and proposed by the selected Bidder within the Municipal boundary of Amritsar City. The selected agency shall be responsible for the following works:

- a) Design, Supply, Installation, Operation and Maintenance of RVMs, each having shred/ compress capacity of atleast 90 bottles (1 Ltr) (per hour).
- b) Collection of scrap/ flakes at regular intervals generated from the RVMs for recycling; and
- c) Operation and Maintenance of the RVMs for a period of 5 years post successful installation.

For detailed scope of work of the selected agency please refer to **Section V (Scope of Work)** of this RFP. The agency shall have to comply the terms, conditions and specification laid down in this RFP during the tenure of the assignment.

Procurement schedule

- a) Initially, 20 Reverse Vending Machines will be procured to be installed, operated and maintained by the Implementing Agency at identified locations.
- b) Further, procurement of machines shall be taken up in subsequent phase depending upon proper evaluation of 20 machines to be conducted regularly, for 03 months from date of commissioning, based on performance and utility of the machines.
- c) Procuring Entity and Municipal Corporation, Amritsar are not bound to procure all machines. The figure of 40 machines is only indicative and number may increase or decrease depending upon the assessment as indicated in sub-clause (b) above.

- 1.1.4. Procuring Entity will facilitate the electric connection but it will be Successful bidder who shall be responsible for getting the electric connection and make payment of the electricity bills for operation of these machines as per actuals. The space for installing of these machines shall be provided by Municipal Corporation Amritsar (the “MCA”), Amritsar Improvement Trust (AIT) and/ or Amritsar Development Authority (ADA) and may be against payment of rent by the selected bidder. The Procuring Entity will help in getting the space but it will be sole discretion of the concerned authority/ department to give the space for installation of machines. In case of default in payment electric bills, the same will be deducted from the operations and maintenance payments payable to the Implementing Agency.
- 1.1.5. The estimated cost of the Project is Rs.3,82,91,000.00/- (Rupees Three Crore Eighty-Two Lakhs Ninety-One Thousand) 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 RVMs as per the Scope of Work (Section V). The applicable Technical Specifications and features for RVMs for PET Bottles machine are given in **Section VI**. Further, the selected agency shall also be responsible for coupons tie-ups with the concerned establishments/ firms/ companies, etc.

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 Procuring Entity for receipt and opening as well as scrutiny and evaluation of Bids, declaration of the successful Bidder, issuance of Letter of Acceptance and subsequent execution of Contract.
- 1.2.2. Procuring Entity 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 Procuring Entity, 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

Procuring Entity shall endeavour to adhere to the following schedule:

EVENT DESCRIPTION	DATE
Period of on-line availability of Bid Documents (Start Date/ End Date)	Start Date: From: 27.05.2019 03:00 PM End Date: Till: 25.06.2019 03:00 PM
Date and time for Pre-bid Meeting	Date/ Time: 04.06.2019 11:00 AM Place: SCO – 21, II Floor, District Shopping Centre, Block – B, Ranjit Avenue, Amritsar, Punjab, 143001

Manner, Start Date for submission of Bids	Manner: Online on e-Procurement website http://eproc.punjab.gov.in Start Date: 27.05.2019 03:00 PM
End Date for submission of Bids (Bid Submission Date)	End Date: 25.06.2019 03:00 PM
Date and Time of opening of Technical Bids:	Latest by: 25.06.2019 04:00 PM
Date and Time of opening of Financial Bids:	To be intimated later
Letter of Acceptance (LOA)	To be intimated later
Validity of Bids	120 days from the end date of submission of Bids
Date of signing of Contract	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/ 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 Reverse Vending Machines of PET Bottles 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 machines.

(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 – Locations where RVMs 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, <http://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 Procuring Entity in the amount and manner as specified herein and e-procurement portal.
- 3.3. Procuring Entity 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 Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact Procuring Entity in writing or e-mail at Procuring Entity’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.
ceoasclar@gmail.com

- 4.2. Procuring Entity will respond in writing or e-mail to any request for clarification, within seven 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 Procuring Entity 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
- 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. If required, a site visit may

be arranged by Procuring Entity.

- 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, Procuring Entity may, for any reason deemed fit, modify the Bid Documents by issuing an addendum 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, Procuring Entity 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 Procuring Entity, 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 Procuring Entity 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 disqualified.

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 and Tender Processing Fee paid online
- ii. Proof of Bid Security paid online
- iii. Form Tech 1 – Bid Submission Form
- iv. Form Tech 2 – Bidder's Information
- v. Form Tech 3 – Format for Power of Attorney
- vi. Form Tech 4 – Declaration for blacklisting
- vii. Form Tech 5 – Declaration for accepting terms and conditions of Bid Document
- viii. Form Tech 6 – Past Experience of carrying similar work
- ix. Form Tech 7 – Declaration of Average Annual Turnover & Net Worth
- x. Form Tech 8 – Manufacturers' Authorization Form
- xi. Copies of GST registration certificate and Permanent Account Number (PAN) given by the Income Tax Department
- xii. EPF & ESI registration certificate from Provident Commissioner, if applicable.
- xiii. Copies of original documents defining the constitution or legal status, place of registration and principal place of business
- xiii. 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.
- 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 Procuring Entity 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 Procuring Entity, the Bid validity shall automatically be extended up to the next working day.
- 8.4. Procuring Entity may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of Procuring Entity 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 Procuring Entity 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 Procuring Entity as non-responsive.
- 9.4. In case of the Unsuccessful Bidders, 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 Successful Bidder'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 Procuring Entity; or
- (b) In case of Successful Bidder, 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

The Bidder shall place two separate digitally signed files marked "Technical Bid (Cover-I)" and "Financial Bid (Cover-II)".

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.

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 Procuring Entity online not later than the date and time indicated in the BDS (the "**Bid Submission Date**").
- 13.2. Procuring Entity may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of Procuring Entity 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. Procuring Entity shall open the Bids online and the same shall be evaluated by Tender Evaluation Committee (TEC) as nominated by Procuring Entity 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 Procuring Entity, the Bids will be opened at the appointed time and location on the next working day. Procuring Entity 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, Procuring Entity 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, Procuring Entity may waive the same. If a Bid is not substantially responsive, it will be rejected by Procuring Entity.
- 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) The Procuring Entity may ask each bidder to demonstrate the Machine to be installed to ascertain whether the machines match with the specifications or not. If the ma-

chines do not match with the specifications, then the Procuring Entity may disqualify the bidder and its financial bid will not be opened.

- vii) 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/ Procuring Entity shall prepare and finalize the list of such technically qualified Bidders.
 - viii) 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 and a list will be drawn up of the responsive bids whose Financial Bids are eligible for consideration.
 - ix) Procuring Entity 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 Procuring Entity, 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 Procuring Entity may consider appropriate, will be announced by Procuring Entity 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 Successful Bidder.

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 successful Bidder has been announced. Any effort by a Bidder to influence the Procurement Entity/ TEC processing the Bids, or 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, Procuring Entity 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 Successful Bidder is seriously unbalanced by more than or less than 25% 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 construction 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 successful Bidder to a level sufficient to protect the Procurement Entity against financial loss in the event of default of the successful Bidder 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. Procuring Entity's Right to accept any Bid and to reject any or all Bids

Procuring Entity 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, Procuring Entity will notify the Successful Bidder(s) in writing by e-mail/ courier notify the Successful Bidder that its Bid for goods & services, which have been selected by Procuring Entity, also briefly indicating therein the essential details like description, quantity of the goods & services, and delivery period, corresponding prices 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 Successful Bidder and Procuring Entity. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to Procuring Entity within 7 (seven) days of receipt of LoA. In the event, the Successful Bidder fails to give acceptance of the LoA within the aforesaid time period then unless the time period is extended by the Procuring Entity, the LoA issued shall be cancelled and the Bid Security of the Successful Bidder forfeited.
- 22.3. The Successful Bidder must furnish to Procuring Entity, 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 Clause 23.
- 22.5. The Contract as per the format will incorporate all relevant correspondence between Procuring Entity and the Successful Bidder. It will be signed within twenty-eight (28) days following the Notification of Award along with the Letter of Acceptance.
- 22.6. Upon the furnishing by the successful Bidder of the Performance Security, Procuring Entity 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 Successful Bidder shall deliver to Procuring Entity a Performance Security [to cover the amount of liquidated damages and/ or the compensation of the breach of contract during the Installation Period] 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. This Bank Guarantee shall be in addition to Performance Security mentioned in GCC clause 11.
- 23.2. The Performance Security shall be issued in form of a Bank Guarantee issued by a Sched-

uled Commercial bank in India and acceptable to the Procuring Entity and the same shall be valid for 120 (One Hundred Twenty) days from the date of start of the Contract.

- 23.3. Failure of the successful Bidder to comply with the requirements of 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 Procuring Entity

- 24.1. Failure of the Successful Bidder 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity. 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 Procuring Entity, 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

S.No.	Criterion	Documentary Evidence Required
1.	Bidder should be a sole proprietor/ registered Company/ Partnership firm or Govt./ Semi Govt. Enterprise or Undertaking registered in India.	Enclose copy of Certificate of Incorporation/ Registration issued by relevant authority in India.
2.	The Bidder must be a Manufacturer or Authorised Dealer or Distributor of Reverse Vending Machines of PET Bottles in India	Proof of Registration as Manufacturer/ Dealer/ Distributor of Reverse Vending Machine 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.	i. Bidder must have experience of supplying and installing/ commissioning of RVMs for atleast two years, immediately prior to the last date of bid submission; ii. At least 05 (five) RVMs supplied and installed the bidder should be in running condition for more than one (1) year, in any of the last three years immediately prior to the last date of bid submission.	1. Details to be provided as per Form Tech 6. 2. The requisite supply order/ purchase order and performance certificate from the client shall be furnished with Bid.
6.	Bidder must have: i. Positive Net Worth in the Financial Year preceding Bid Submission Date ii. Average Annual turnover during last 3 financial years (i.e. FY 2016-17, 2017-18 & 2018-19) of at least Rs.1,00,00,000/- (Rupees One Crore) OR for bidders incorporated in FY 2016-17, Average Annual Turnover of during last 2 financial years (i.e. FY 2017-18 & 2018-19) shall be at least Rs.1,00,00,000/- (Rupees One Crore)	Details to be provided as per Form Tech 7 of the Bidding Document; 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.
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/ debarment subsists as on Bid Submission Date.</i>	Enclose blacklisting/ debarment declaration (Refer Form Tech 3).

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, should be submitted on-line 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
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 Procuring Entity 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 Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project

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 Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project”

(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, Scope of Work, Technical Specifications, 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 (twenty-one)** 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 sub-contractor or suppliers for any part of the Contract, have/ 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 / 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 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: _____

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/- duly notarised)

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 Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project”**. We / M/s (the **“Bidder”**) undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm’s

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	
Name of the Firm	
Address	
Telephone No. & Fax No.	
Authority By which the Powers is 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 AND AUTHORIZATION

To,

Date:

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

Subject: Bid Document dated: [●] for “Supply, Installation, Commissioning, Operation and Maintenance of Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project”

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:

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

(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/ debarred and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

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 Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project”

Sir/ Madam,

I have carefully gone through the Terms & Conditions mentioned in the above referred Bid Document. I declare that all the provisions of this Bid Document are acceptable to my 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 am 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 Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project”

Sir/ Madam,

Brief particulars of the Reverse Vending Machines 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 in case of ongoing/ completed O&M for the cited experience is also enclosed with the form.

Sr. No.	Items	Description
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 and running	
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: 1. Copies of original work orders/ purchase orders along with recommendation letters from clients towards proof of past similar work experience to be enclosed.

2. Fill up an additional form for detailing experience regarding Operation and Maintenance of RVMs.

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 Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project”

Sir/ Madam,

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

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

RELEVANT FINANCIAL YEAR	NETWORTH
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/ Distributor) is our accredited/authorized Dealer/ Distributor.

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 IFB.

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

- 1 The Implementing Agency shall be responsible for the following works:
 - a) Design, Supply, transportation, packing, safety, insurance, Installation, Operation and Maintenance of 40 RVMs (Approximately);
 - b) Collection of scrap/ flakes at regular intervals generated from the RVMs for recycling; and
 - c) Annual Operation and Maintenance of the RVMs for a period of 5 years.
- 2 **Procurement schedule**
 - (a) Initially, 20 Reverse Vending Machines will be procured to be installed and operated by the Implementing Agency at identified locations.
 - (b) Further, procurement of machines shall be taken up in subsequent phase depending upon proper evaluation of 20 machines to be conducted regularly, for 03 months from date of commissioning, based on performance and utility of the machines.
 - (c) Procuring Entity and Municipal Corporation, Amritsar are not bound to procure all machines. The figure of 40 machines is only indicative and number may increase or decrease depending upon the assessment as indicated in sub-clause (b) above.
- 3 The sites for the RVMs shall be identified and proposed by the Implementing Agency within the Municipal boundary of Amritsar City. The indicative list is also provided; however, it is the Implementing Agency who has to propose a suitable location based on the footfalls, availability of space, ease of operation, etc. The final locations shall be decided only after consultation with the concerned department and Procuring Entity.
- 4 All the RVMs 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 Implementing Agency's own cost during AMC period.
- 5 The Implementing Agency shall be responsible for Five years of Operation and Maintenance of the Machines which will include preventive maintenance, replacement of damaged/ worn out parts, accessories, monthly reports of performance of machines, deployment of adequate manpower to create public awareness about RVMs, running of machines for minimum 10 hours per day and proper disposal of waste to the recyclers and getting insurance . The scope of Operation and Maintenance is only indicative and may be enhanced.
- 6 The Implementing Agency should ensure that collection and disposal of scrap is in accordance to the highest level of contemporary rules and guidelines including Plastic Waste Management Rules (as amended up to date) and also as per State Pollution Control Board norms. If due to failure of the Implementing Agency to follow the pollution norms, the Procuring Entity is faced with legal action then Implementing Agency shall indemnify the Procuring Entity, contest such action and shall be liable for all penal actions.
- 7 The Implementing Agency shall have right to sell the scrap/ flakes generated from the machines which shall also be considered by the Bidder which quoting the price.

- 8 The Implementing Agency shall be responsible for getting the Electricity Connection and payment of Electricity bills. Procuring Entity will not be responsible for getting the Electricity connection, however, wherever required will facilitate the connection.
- 9 The Implementing Agency shall be responsible for tie-ups with eateries, restaurants, malls, commercial spaces, etc. for reward coupons to the machine users. The purpose of coupons is to encourage the people to use the machines, therefore, the Implementing Agency shall ensure that an attractive system of reward coupons is there. There shall not be limit on number of coupons a single individual can collect.
- 10 The Implementing Agency shall assess the city potential and relevant policy/laws applicable.
- 11 Time for Machine Service in case of any faults should be not more than 72 hours.
- 12 The implementing Agency shall keep the machines insured against all kind of losses including theft, damage, fire, private/ public property damage, human injury, operator safety. The cost of insurance shall be borne by the Implementing Agency. The Insurance shall be in the name of Implementing Agency, Procuring Entity and Municipal Corporation, Amritsar.
- 13 The Implementing Agency may also design something to protect the machine from rain, heat, etc. The cost of such shelter, canopy shall be borne by the Implementing Agency and shall be included in the bid prices.
- 14 The Implementing Agency shall design stickers to be pasted on machines in such a manner that it clearly reflects the purpose of the machines. The stickers shall be bold and prominent. They shall be in Punjabi, English and Hindi. The design must firstly be approved from Procuring Entity. During the Contract Period, the design of stickers may be revised depending on the theme e.g. during Diwali, it may be revised or additional stickers may be pasted. No additional expenses shall be payable.
- 15 The Implementing Agency shall conduct promotion/ awareness campaigns after getting approval from Procuring Entity so that there are maximum users for the machines. Such campaigns may be coincided with prominent events occurring in the City. Atleast four such campaigns in each calendar year shall be conducted in the City.

SECTION VI – TECHNICAL SPECIFICATONS

Reverse Vending Machines for PET Bottles for public use with the following specifications:

- a) The machine should be able to accept and crush PET Bottles/ Aluminum Cans, etc of capacity 100 ml to 2500 ml;
- b) Front/ Top side Bottle/ Aluminum Cans feeding;
- c) Volume reduction of more than 65% of the PET Bottles/ Aluminum Cans;
- d) Shred/ Compress Capacity of more than 90 items per hour;
- e) Electric powered Machines which when fed PET Bottles, will give discount/ reward coupons which can be used at various shopping outlets, restaurants etc.
- f) Machine should be user friendly and must ensure safe & secure operations and should be of front feeding type.
- g) Machine shall issue a coupon against each PET bottle inserted corresponding to the size of the bottle.
- h) Bin Capacity shall be 3000 bottles of 500 ml.
- i) Machine should have features like low noise, automatic operation, alarm signal for full waste bin and auto cut feature.
- j) Machine should be capable to shred the bottle in small flakes or compress the bottles.
- k) Machine should be capable to shred/compress the bottle cap also. However, prominent display may be given on machine to remove the cap so that empty bottles are put for shredding/ compressing. Machine should be capable to shred/compress the empty bottles with caps.
- l) Interactive Response System for sending a message on the mobile or issue a coupon against each item inserted.
- m) Provision of Real time remote tracking should be there;
- n) Display Language should be Punjabi, Hindi and English;
- o) The Machine should be robust, safe, and portable
- p) If other than PET bottles/ Aluminum Cans are fed, the RVM should show product mismatch/wrong feed.
- q) There will be Monitoring Systems to be incorporated at each location which can be tracked from Control Command Centre.

The Machine shall have the following features

Waste Bottle Feeding	Front/Top Feeding at approachable height
Volume Reduction	Minimum 65% (of Pet Bottles)
Shred/ Compress Capacity	Atleast 90 Bottles (1 Ltr) (per hour).
Display	Minimum 16 Inch Interactive Touch Screen
Working Cycle	Continuous duty
Mobility	Machine will be on heavy duty Castors wheels for easy mobility
Power Supply	220-440 V Single phase
Waste Bin	Easily replaceable Pull out Bin
Machine Body	M.S. Framed Structured Sturdy Powder Coated MS Body with choice of Body liner sticker for Sponsors Brand promotion
Cutting Blades/ Compressing Gears	Special grade Alloy Steel for durability
Operational Safety Features	Auto cut on Overheating Bin Full Sensor Conveyor mechanism for bottle feeding Bin open cut off: Bin must be opened only by Authorized Personnel Auto Email/SMS Feature e for Alarm Alerts

SECTION VII – LOCATIONS WHERE RVMs TO BE INSTALLED

S.NO.	NAME OF PLACES	NO. OF Machines
1.	AMRITSAR JUNCTION RAILWAY STATION	2
2.	AMRITSAR BUS STAND	2
3.	CRYSTAL CHOWK	1
TOTAL NOS.		5

S.NO.	NAME OF PLACES	NO. OF Machines
1.	GURU NANAK DEV HOSPITAL	1
2.	CIVIL HOSPITAL	1
3.	BEBE NANKI HOSPITAL	1
4.	ESI HOSPITAL	1
TOTAL NOS.		4

S.NO.	NAME OF PLACES	NO. OF Machines
1.	GOLDEN TEMPLE	2
2.	DURGIANA MANDIR	2
3.	MODEL TOWN	1
4.	BABA DEEP SINGH	1
5.	GOBINDGARH FORT	1
TOTAL NOS.		7

S.NO.	NAME OF PLACES	NO. OF Machines
1.	MUNICIPAL CORPORATION AMRITSAR	1
2.	AMRITSAR DEVELOPMENT AUTHORITY	1
3.	DC OFFICE	1
4.	COURT COMPLEX	1
5.	PUTLIGHAR CHOWK	1
6.	KHALSA COLLEGE	1
7.	DAV COLLEGE	1
8.	BBK DAV COLLEGE	1
TOTAL NOS.		8

S.NO.	NAME OF PLACES	NO. OF Machines
1	COMPANY BAGH	1
2	AMRIT ANAND PARK	1
3	BOLARIA PARK	1
4	GOL BAGH	1
TOTAL NOS.		4

S.NO.	NAME OF PLACES	NO. OF Machines
1.	MARKET A-BLOCK	1

BIDDING DOCUMENT FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF REVERSE VENDING MACHINES FOR A PERIOD OF 5 (FIVE) YEARS AT VARIOUS LOCATIONS IN AMRITSAR CITY

2.	MARKET B-BLOCK	1
3.	MARKET C-BLOCK	1
4.	MARKET D-BLOCK	1
5.	KAIRON MARKET	1
6.	HALL GATE	2
7.	AIRPORT	1
TOTAL NOS.		8

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

SECTION VIII - FINANCIAL BID/ PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY)

Sr. No.	Particulars of machine	Qty	Rate for one unit	Rate (in words) for one unit	Amount (in Rs.)
	A	B	C	D	E=B x C
1	Supply, Installation and commissioning of Reverse Vending Machine/ PET Bottle compacting machine (as per Section V and VI of the bid document)	40			

Sr. No.	Name of Item	Qty	Cost of O&M for one month per machine location wise (in Rs.) in Figures	Cost of O&M for five year of all Machines (in Rs.)
	F	B	G	H=B x G x 60
1	Monthly operation and maintenance cost for a period of five years of Reverse Vending Machine/ PET Bottle compacting machine (as per Section V and VI of the bid document)	40		
	Total (E + H)			

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, electricity, 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. Uploading of the scanned version of the hard copy 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 _____

SECTION IX – CONDITIONS OF CONTRACT
A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions : In this Contract, the following terms shall be interpreted as indicated:

- 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, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) **“Contract Period”** means Period of 03 (three) 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 the Goods by Municipal Corporation, Amritsar. 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 Reverse Vending Machines (RVMs) 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 Successful Bidder 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 Reverse Vending Machines 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 RVM during which the Implementing Agency shall be responsible for operation and maintenance of the RVMs including repairing of defects and replacing of defective/ faulty/ worn out components or parts of any RVM;
- l) **“Procuring Entity”** means the Amritsar Smart City Limited;
- m) **“Project”** means the **Supply, Installation, Commissioning, Operation and Maintenance of Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project;**
- n) **“Project Site”**, means the locations where RVMs 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, 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 Entity 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) Special Conditions of Contract including Scope of Work & Technical Specifications
- d) General Conditions of Contract
- e) Bill of Quantities
- f) Implementing Agency’s Bid.

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 or access of the specific sites/ locations mentioned in the SCC, to the Implementing Agency from the MCA, AIT or ADA, as per the work schedule of the Implementing Agency commensurate with the Project Milestones in Clause 10 approved by the Procuring Entity. 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

- 4.1 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 Reverse Vending Machines (RVMs). 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 RVMs 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 RVM as certified by the Procuring Agency or its representative. During the Operations & Maintenance Period, the Implementing Agency shall be solely responsible for undertaking operation, maintenance including undertaking minor/ major repairs/ replacement of machines 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 RVMs, to the satisfaction of the Procuring Entity/ MCA. All software updates etc. should be provided free of cost during Operations & Maintenance Period.
- 5.4 During the Contract Period inclusive of implementation period & operation and maintenance period, the Implementing Agency shall employ trained personnel to ensure proper implementation, operation and maintenance of RVMs.
- 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 Implementing Agency that collection and disposal of scrap is in accordance to the highest level of contemporary rules and guidelines including Plastic Waste Management Rules (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 RVMs

- 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 RVMs should be transported, installed and commissioned at various locations within a period of three (03) months as per the milestones given by the Implementing Agency along with the signing of the Contract. The Contract Period shall commence from the date 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.
- b) Next 20% of machine cost shall be released after the installation & commissioning of the machines at site.
- c) Next 30% of machine cost shall be released in 05 (five) years on pro rata basis after expiry of every 06 (six) months of Operation and Maintenance Period from the date of commissioning of all the machines. This payment shall also be subject to GCC Clause 11 Performance Security).
- d) Operation & Maintenance cost will be paid to the Implementing Agency 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 up to 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. 30% (Thirty percent) of the approved invoice amount for the installation period (i.e. period other than Operation and Maintenance Period) shall be retained by the Procuring Entity as Performance Security to cover the amount of liquidated damages and/ or the compensation for the breach of Contract during the Operation and Maintenance Period. The Performance Security shall be co-extensive with Contract Period.
- 11.2. The Procuring Entity shall be entitled to forfeit the Performance Security in case of any default by the Implementing Agency in terms of the Conditions of the Contract. Procuring Entity will release the Performance Security without any interest to the Implementing Agency as per GCC clause 10.2.1 (c).

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 officer of MCA 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/ RVMs conforming to the requirements of the order nor shall it be in prejudice to any claim because of defective or unsatisfactory Goods/ RVMs. 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 entitled 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/ RVMs including their components, etc., supplied under the Contract are new, genuine, unused and meets the Technical Specifications set forth in Section V & VI. The Implementing Agency further warrants that the Goods/ RVMs 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 atleast 12 months from the date of installation of machine at site 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/ RVMs due to any theft, vandalism or rioting, the cost on account of replacement or repairing of Goods or any part thereof shall be borne 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 RVMs, 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 there by 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 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 RVM immediately during the Operation and Maintenance Period, the Procuring Entity would be liable to levy Damages at the rate of Rs.500/- per day 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 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 work is already in process, the Implementing Agency shall continue with the execution of the Work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
- 30.3. If the Authorized Representative of Procuring Entity 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 of Procuring Entity 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 there under 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 Arbitral Tribunal 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/ Procurement schedule

- a) Initially, 20 Reverse Vending Machines will be procured to be installed, operated and maintained by the Implementing Agency at identified locations.
- b) Further, procurement of machines shall be taken up in subsequent phase depending upon proper evaluation of 20 machines to be conducted regularly, for 03 months from date of commissioning, based on performance and utility of the machines.
- c) Procuring Entity and Municipal Corporation, Amritsar are not bound to procure all machines. The figure of 40 machines is only indicative and number may increase or decrease depending upon the assessment as indicated in sub-clause (b) above.

32. Taking Over Certificate

The Implementing Agency shall request the Procuring Entity 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 Work. If there is no defect in the RVMs (usual wear and tear expected), the Procuring Entity shall furnish the Implementing Agency with such a certificate of Project completion. If the date of handing over of all RVMs does not coincide, then the Implementing Agency may similarly apply for a Taking-Over Certificate for each RVM or some RVMs collectively. During the aforesaid period, the Implementing Agency shall be responsible to impart appropriate training to the personnel of the MCA/ any agency hired by MCA, to operate the RVMs. 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. Before, applying for Taking Over Certificate, the Implementing agency will provide No Objection Certificate from Electricity Department, MCA and other concerned departments.

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 RVMs 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 Successful Bidder]*

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

This is to notify you that your Bid dated *[date]* for **Supply, Installation, Commissioning, Operation and Maintenance of Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar City** vide Bid Reference No. 01/ASCL/2019-20, 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:

.....

Performance Security shall be as per GCC clause 11 (Performance Security).

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 of2019,

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 Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project**” 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 and 30% (Thirty percent) of the approved invoice amount for the installation period (i.e. period other than Operation and Maintenance Period) shall be retained by Procuring Entity as Performance Security for Operation and Maintenance Period.

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.
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.

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

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, 2nd Floor, Distt. 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. 01/ASCL/2019-20_____ dated ___/___/2019 issued by Procuring Entity, has been selected for the **Supply, Installation, Commissioning, Operation and Maintenance of Reverse Vending Machines for a period of 5 (five) years at various locations in Amritsar city under Amritsar Smart City Project** 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 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