

(Logo of Procuring Entity)

Name of the Procuring Entity

# Request for Bid (RFB) of Works

RFB NO: XXXXX/XX/XX/XX

DATED XX-XX-2024

Date of Release of RFP	XX April 2024
Last Date for Submission of Proposal	XX April 2024, Up to 1500 Hours (IST)
Location of Submission/ Opening of Proposals, as applicable	Name and Address of the Procuring Entity with email id
Processing Fees (Non-Refundable)	₹XX,XXX/- (Fixed Deposit Receipt / Term Deposit Receipt/ Bank Guarantee, in specified format, from a scheduled bank / deposit through digital mode to be specified by the <b>Procuring Entity</b> .)
EMD/ Bid Security Amount (Refundable)	₹XX,XXX/- (Fixed Deposit Receipt / Term Deposit Receipt/ Bank Guarantee, in specified format, from a scheduled bank / deposit through digital mode to be specified by the <b>Procuring Entity</b> .)  The EMD shall remain valid for 28 days beyond the original or extended validity period of the bid.
Bid Validity days	90 days from last Date of Proposal submission
Bid Category	Works
Duration of Assignment/ Contract Period	
Bid and further clarification if any are available at State Public Procurement Portal of Assam	<a href="https://sppp.assam.gov.in/#/en">https://sppp.assam.gov.in/#/en</a>

## TERMS OF REFERENCE

**Procuring Entity intends to purchase the following items**

Sl. No.	Work Description	Estimated Cost (Rs.)	Bid Processing Fee incl. of GST (Rs.)	Bid Security (Rs.)	Completion Period

### 1. Background

#### 1.1 About Procuring Entity

#### 1.2 About the Dept. of Procuring Entity

### 2. Objectives of the assignment:

### 3. Scope of Assignment

**NOTE:-**

The above specified scope of work and/or activities and/or deliverables are indicative and not exhaustive and the responder / bidder is deemed and obliged to provide all necessary goods, services and related works within the quoted cost for each successful instance of the assigned work/ project as determined by Procuring Entity at its sole discretion.

#### 4. Expected Key Deliverables

#### 5. Duration of the Assignment

The duration of assignment is of \_\_\_\_\_ days, starting from date of Contract.

#### 6. Payment Terms and Time Schedule for Deliverables

**(Please select any one payment option)**

##### Option- I

S. N.	Deliverables	Duration*	Payment Terms \$
i.		Within ___ days	60%
ii.		Within _____ days	20%
iii.		Within _____ days	20%
<b>Total</b>			<b>100%</b>

\*From Letter of Award/ Purchase Order.

\$ Percentage of total contract value.

##### OPTION – II

- a) Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.
- b) In case liquidated damages are greater than the invoice amount than remaining amount may be deducted from security deposit available with Procuring Entity for the Bid till maximum amount available with Procuring Entity and no claim on this account will be entertained.
- c) No extra cost will be paid on any account
- d) All relevant proof of delivery of services as specified and certified by the concerned Procuring Entity officer are required to be submitted for processing of any payment.
- e) All the submitted invoices should clearly mention Procuring Entity GSTN and item HSN Code for processing along with the required documents as mentioned above.
- f) Payment Schedule:100% payment on successful completion of assigned works/services at the

destination/ location as mentioned in the purchase/work order after deduction of LD/penalty (if any).

## 7. General Terms and conditions:

- a) The selected bidder shall furnish Performance Bank Guarantee (PBG) having 5% of the total Contract value with validity of Contract period +2 months claim period to Procuring Entity. **No payment will be released without submission of PBG.** Non submission of PBG may lead to termination of contract and getting the work done at bidder's risk and cost.
- b) Time is essence of the contract. The successful bidder must deliver as per the specified time schedule/milestone. Any Failure to deliver/clear the acceptance for all or some of the deliverables as per scope of work on or before the stipulated date will entail a liquidated damage equal to 0.5% of contract price per week or part thereof shall be deducted subject to maximum LD of 5% of total value of contract. Payment of liquidated damages does not affect the successful bidder's liabilities.
- c) In case of delay in compliance with the order beyond 10 weeks of the stipulated time period, Procuring Entity will have the right to cancel the order & revoke the performance and/or any other bank guarantee etc.
- d) Procuring Entity may by written notice sent to the selected Bidder, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify the reasons of termination and the extent to which Contract is terminated, and the date upon which such termination becomes effective.
- e) Jurisdiction: The court of Guwahati, Assam will have exclusive jurisdiction to entertain the disputes between parties.

## 8. Preparation and submission of Proposal

- a) Bidders may submit their bids by post or by hand or drop in the box earmarked by the Procuring Entity.
- b) The bid submitted by the Bidder shall be in Two envelope (Technical and Financial Proposal) and the envelopes containing the original & the copies shall then be enclosed in one single sealed outer envelope and shall comprise as per their prescribed annexures:

### Part 1: TECHNICAL PROPOSAL:

- i. Bidder has to submit scanned copy / proof of the Processing Fees and EMD fees.
  - ii. Power of Attorney/ Authorization letter for submission of Proposal
  - iii. Vendor Profile Form
  - iv. Technical Eligibility Criteria Form (ATTACHMENT 3 TO FORM TECH-1)
  - v. Self-Undertaking for bid submission as per the prescribed Annexure.
- c) All enclosures/supporting documents of each proposal shall be scanned and uploaded while submitting the proposals through email.

- d) **Part 2: FINANCIAL PROPOSAL TO BE SUBMITTED THROUGH SEPARATE ENVELOPE ONLY**. The price should not be quoted in the technical bid/Part-I of the bid. In case of default, the entire Bid shall be summarily rejected.
- e) Proposal submitted should be signed by the authorized signatory of the bidder and officially stamped. Unsigned or Unstamped proposal are liable to be rejected.
- f) Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of work, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Procuring Entity's action.

## 9. Tender Clarifications prior to bid submission

- a) All queries on or before date of pre-bid meeting received at the email ids (\_\_\_\_\_ .com) will be deliberated upon.
- b) Any Clarifications / Corrigendum / Addendums etc. will be posted on SPPP website viz. <https://sppp.assam.gov.in/#/en> and no individual communication will be sent. Posting on the website would be deemed as if Procuring Entity having communicated to all prospective bidders.
- c) The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the TENDER and succeed the relevant clauses for future reference.
- d) Any irrelevant / ambiguous/ mischievous/ hampering public procurement etc. clarification as determined by Procuring Entity at its sole discretion will not be entertained and may not be clarified and/or deliberated upon.

## 10. Award Criteria

- a) The eligibility / pre-Qualification of the bidders will be determined first thereafter Procuring Entity will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without deviations, exceptions, objections, conditionality and/or reservations. Procuring Entity reserves the right that If a bid is not substantially responsive, it may be rejected by the Procuring Entity without seeking any clarifications.
- b) The Procuring Entity will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive, prequalified, technically qualified and has been determined as the Lowest Total evaluated (LQ1) bid (without GST) provided further that the bidder is determined to be qualified to perform the work/ services satisfactorily.
- c) In case there is a tie for any position, bidder with higher turnover will be considered for award. The decision of the tender committee shall be final and binding and no correspondence shall be entertained in this regard.

\*\*\*\*\*

**ATTACHMENT 1 TO FORM TECH-1**

**POWER OF ATTORNEY OF PROPSAL SIGNATORY**

***(On a Stamp Paper of Rs 100/-)***

We, ..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. ....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to participate in the RFB process for ..... including signing and submission of all documents and providing information to the Client (i.e. ....) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our response.

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_(Signature)  
(Name, Title and Address of the Attorney)

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

Note:

- i. ***THE MODE OF EXECUTION OF THE POWER OF ATTORNEY SHOULD BE IN ACCORDANCE WITH THE PROCEDURE, IF ANY, AS LAID DOWN BY THE APPLICABLE LAW AND THE CHARTER DOCUMENTS OF THE EXECUTANTS(S) AND WHEN IT IS SO REQUIRED THE SAME SHOULD BE UNDER COMMON SEAL AFFIXED IN ACCORDANCE WITH THE REQUIRED PROCEDURE.***
- ii. ***IN CASE AN AUTHORIZED DIRECTOR OR KEY OFFICIALS OF THE APPLICANT SIGNS THE APPLICATION, A CERTIFIED COPY OF THE APPROPRIATE RESOLUTION/ DOCUMENT CONVEYING SUCH AUTHORITY MAY BE ENCLOSED IN LIEU OF THE POWER OF ATTORNEY.***

***iii. IN CASE THE APPLICATION IS EXECUTED OUTSIDE INDIA, THE APPLICANT MUST GET NECESSARY AUTHORIZATION FROM THE CONSULATE OF INDIA. THE APPLICANT SHALL BE REQUIRED TO PAY THE NECESSARY REGISTRATION FEES AT THE OFFICE OF INSPECTOR GENERAL OF STAMPS.***

**ATTACHMENT 2 TO FORM TECH-1****VENDOR PROFILE FORM**

1	<b>Name &amp; Legal Status of the Bidder</b>			
2	<b>Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)</b>		<b>Date of Incorporation/ Registration:</b>	
3	<b>GST Number:</b>		<b>PAN Number:</b>	
4	<b>Registered/ Corporate office Address of Bidder</b>			
	<b>Address &amp; Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders</b>	1)		
		2)		
		3)		
	<b>Guwahati/ Assam Office Address if any &amp; Contact Details:</b>			
<b>Names and Designations of the persons authorized for single point interaction with Procuring Entity</b>				
	<b>Mobile Numbers of Contact persons:</b>		<b>E-mail of Contact persons:</b>	
5	<b>a) MSME Registration:</b>	(Yes/No)	<b>If Yes, Regd. No.:</b>	
			<b>Date:</b>	
			<b>Category:</b>	
			<b>Range of Supply/ Services:</b>	
	<b>b) Whether SC/ST/OBC Entrepreneur:</b>	(Yes/No)	<b>(If Yes, Please provide Supporting Documents)</b>	
<b>c) Whether Women Entrepreneur:</b>	(Yes/No)	<b>(If Yes, Please provide Supporting Documents)</b>		



**ATTACHMENT 3 TO FORM TECH-1****COMPLIANCE STATUS OF QUALIFICATION REQUIREMENT**

Sr. No.	Requirement	Compliance Status (Yes/No) / (Remarks, if any)	Supporting Documentary proof [Enclosed at Attachment Tech-3 (A/B/ C.....)]
1.	The Agency should have a minimum average <b>annual turnover of Rs. _____ Lakhs (Rupees _____ Lakhs)</b> in the similar businesses during the last three (3) financial years ending on 31 <sup>st</sup> March of the previous financial year.		<b><i>[Audited Financial Statements with statutory auditor's certificate]</i></b>
2.	The Agency should have completed _____Nos of similar contract with respect to the <b>(Mentioned relevant scope of works)</b> last 3 financial years ending on 31 <sup>st</sup> March of the previous financial year.		<b><i>Work Order + Completion Certificate from the client</i></b>
3.	The Agency should submit the undertaking for Non-blacklisted and Conflict of Interest as per the prescribed Annexure.		<b><i>The bidder shall give an undertaking (on their letter head)</i></b>
	Any relevant criteria		

**ATTACHMENT 4 TO FORM TECH-1**

**UNDERTAKING FOR BID SUBMISSION  
(To be submitted on the letterhead of the Bidder)**

To,  
Name of the HOD  
Name of the Procuring Entity  
Address of the Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

RFB No.: \_\_\_\_\_ Dated : \_\_\_\_\_

Madam/ Dear Sir,

1. I/We hereby undertake that we shall comply with the Scope of work and requirements and Bid terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.
2. I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of TENDER specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.
3. I/We hereby certify that we have not been suspended or banned or de-listed or black-listed by any Government or Quasi-Government agencies or PSU's including Procuring Entity or any of its Dept/subsidiaries.
4. I/We shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
5. I/We hereby undertake to provide the works/services and undertake to be the single point of contact for Procuring Entity for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document.
6. I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, Procuring Entity has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in the APPA 2017 and APPR 2020.

Dated this \_\_\_day of \_\_\_ of 202X

Signature of the Bidder with seal:  
Name of the bidder: -  
Designation  
Email:  
Mobile:

**ATTACHMENT 1 TO FINANCIAL FORM****Price Proposal/ Financial Schedule  
SUMMARY OF COSTS****Price Schedule for Works**

*[The Bidder shall fill in the Price Schedule Form for Works in accordance with the instructions indicated. The list of line items of the Price Schedules shall coincide with the List of Works specified by the Purchaser in the Schedule of Requirements]*

<b>Sr No.</b>	<b>Description</b>	<b>Unit (Nos./Cum/Sqm /MT/Rmt)</b>	<b>Quantity</b>	<b>Rate per unit</b>	<b>Amount (In Rs)</b>
<b>Total without GST (A)</b>					
<b>GST ..... %, GST HSN/SAC Code: ..... (B)</b>					
<b>Grand Total amount including GST (A+B)</b>					

*# A works contract is treated as supply of services under GST*

**Note:**

- Prices quoted are in Indian Rupees only. The pricing should be as per the Procuring Entity requirement inclusive of all envisaged costs apart from GST. GST should be exclusive of the above cost and must be quoted separately.
- Quoted Price in the financial proposal should be inclusive of all other charges (except GST) required for satisfactory completion of work as per scope of work and terms & conditions etc.

- c) The above quoted rates are valid for a period of 90 days from the last date of Proposal submission.
- d) Under no circumstances any extra cost/expense and additional taxes, duties, levies etc. shall be payable to the bidder by Procuring Entity unless such a tax, duty or levy has been newly introduced and notified by the Govt. post proposal submission date.
- e) Normally applicable GST rate shall be same in case of all the Proposals. However in case of difference, the same will be taken as may be ascertained by Procuring Entity and will be acceptable to Bidder.
- f) The rates shall be firm during the validity of the assignment. The fee once finalized shall not change in case sanctioned project cost is revised (increase or decrease) by lender due to any reason whatsoever.
- g) The applicable taxes and surcharges shall be paid extra.

Signature of the Bidder with seal:  
Dated this \_\_\_day of \_\_\_ of 202X  
Name of the bidder: -  
Designation:

\*\*\*\*\*