

# ALIGARH SMART CITY LIMITED

**“Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of Rooftop Solar PV Power Plants of different capacities under Net Metering with Zero Export Policy in Aligarh City on turnkey basis along with associated electrical & civil works under implementation of smart city mission.”**

**Request for Proposal (RFP)**  
RFP No: 20/ ASCL/2020 -21

**Issued By :**  
**Chief Executive Officer,**  
**Aligarh Smart City Limited**

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## DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Aligarh Smart City Limited (here forth referred to as ASCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective bidder(s) or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the bidder (contractor) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The ASCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The ASCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the execution of work and the ASCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to Site visit, carrying out study/due diligence, preparation, copying,

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postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the ASCL or any other costs incurred in connection with or relating to its Proposal.

All such costs and expenses will remain with the bidder and the ASCL or its advisors/employees/consultants shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Sd/

Chief Executive Officer

Aligarh Smart City Limited

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# ALIGARH SMART CITY LIMITED

<https://etender.up.nic.in>

1. Chief Executive Officer, Aligarh Smart City Limited, Aligarh invites online Bids on two stage system for the following works:

NIT Reference No.	Name of Project/ Work(s)	Estimate Amount (Rs.)	Bid Security / (Earnest Money) (Rs.)	Cost of Document/ Tender Fee (Rs.)	Period of Completion
RFP No: 20/ASCL/2020-21	Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of Rooftop Solar PV Power Plants of different capacities under Net Metering with Zero Export Policy in Aligarh City on turnkey basis along with associated electrical & civil works under implementation of smart city mission	Rs. 72,00,000/- (Rupees Seventy Two Lakhs Only)	Rs. 72,500/- (Rupees Seventy Two Thousand Five Hundred Only)	Rs.16,992/(Rupees Sixteen Thousand Nine Hundred Ninety Two only)	180 days for commissioning and 5 years for O&M

2. Important data of RFP is as mentioned below:

Name of Project/Work(s)	Availability of Tender on-line for bidding		Last Date & Time for on-line Submission of Bids	Date & Time of opening of tender	Date & Time for pre-bid meeting
	From	To			
Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of Rooftop Solar PV Power Plants of different capacities under Net Metering with Zero Export Policy in Aligarh City on turnkey basis along with associated electrical & civil works under implementation of smart city mission	07.09.20 09 am onwards	01.10.20 upto 3 pm	01.10.20 upto 3 pm	01.10.20 at 3.30 pm	18.09.20 at 5 PM.

- Date & Time for opening of financial bid will be intimated later.
- All pre-bid meetings will be held at ASCL office, Mansi Ganga Building, Opposite ADA Colony, Baraula Bypass Road, Aligarh-202001.
- For additional details such as estimated cost, important date, detailed information, qualification and eligibility criteria, visit website <https://etender.up.nic.in>; <https://smartcityaligarh.com> for downloading of RFP. Apart from the other conditions mentioned in the RFP, Bidder must also fulfil the criteria mentioned in GOI Office Memorandum number F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement division. Bid would be summarily rejected in case of non-fulfillment of aforesaid Office Memorandum dated 23rd July'20 and EMD shall be forfeited for those bidders.
- For participating in the above e-tender, the bidders shall have to get them registered with <https://etender.up.nic.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 in the Website.
- The bidders should keep checking the website for any addenda/corrigenda and the bidder should incorporate the same in their bid documents. No addenda/ corrigenda shall be published in the newspaper.

Sd/-  
Chief Executive Officer

## INVITATION FOR BID (IFB)

### NATIONAL COMPETITIVE BIDDING

NIT No. RFP No: 20/ ASCL/2020 -21

- The undersigned, on behalf of the Aligarh Smart City Limited (ASCL), Aligarh invites bids for the work mentioned in table below through e-Procurement from eligible bidders. The bid shall be submitted online in the website <https://etender.up.nic.in>. The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate

<b>NIT No:</b>		RFP No: 20/ ASCL/2020 -21
1.	Name of the work	<b>Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of Rooftop Solar PV Power Plants of different capacities under Net Metering with Zero Export Policy in Aligarh City on turnkey basis along with associated electrical &amp; civil works under implementation of smart city mission.</b>
	Capacity and Location	Total Cumulative Capacity: <b>168 KWp</b> , Multiple Govt. Buildings ( <b>5 Nos</b> )
2	Scope of Work	<b>Please refer Section-5 of RFP</b>
3	Mode of Bid Submission	e-tendering
4	Estimated Cost Put to Tender (Rs.)	Rs. 72 Lakh
5	Period of Completion	180 days for commissioning and after this 5 years of O&M
6	Tender Fee amount	Rs.16,992/(Rupees Sixteen Thousand Nine Hundred Ninety Two only). This includes GST of 18%.
7	EMD/Bid Security amount	Rs. 72,500/- (Rupees Seventy Two Thousand Five Hundred Only)
9	Date / Time of Publication of Tender on e-Proc Website	As per NIT
10	Last Date / Time for Bid Submission	As per NIT
11	Last Date / Time of Submission of Tender Fee & EMD	As per NIT
12	Date of Bid Opening	As per NIT
13	Bid Inviting Officer's address	Chief Executive Officer, Aligarh Smart City Limited, Manasi Ganga Building, Baraula By Pass, Near Shanti Lodge Aligarh, Uttar Pradesh 202001, India

- Eligibility of intending bidders shall be assessed by fulfilling the “**Qualifying Criteria**” as given in **Annexure-I, Section-II** of bid document.

3. The intending bidder must read the terms and conditions of Bid document carefully. The bidders should only submit their bid if they consider them self eligible and are in possession of all the required documents.
4. Invitation for bid posted on website shall form part of bid document.
5. Complete bid document can be seen and downloaded from website <https://etender.up.nic.in>
6. But the bid can only be submitted after uploading the mandatory **scanned documents such as Tender Fee and Earnest Money Deposit (EMD) and other documents as mentioned in para 15 below.**
7. Those bidders not registered on the website mentioned above, are required to get registered beforehand.
8. Bidders in order to participate in the on line bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. This Certificate will be required for digitally signing the bid. Bidders can get the above mentioned digital signature certificate from any vendor approved by Controller of Certifying Authorities (CCA). Bidders, who already possess valid Digital Certificates, need not procure new Digital Certificate. Bidders should submit their bids online in electronic format with digital signature. Bids without Digital Signature will not be accepted
9. Deleted.
10. Bidders can upload documents in the form of **JPG** format and **PDF** format.
11. Bidders must ensure to quote their price bid both in words and figures. Price Bid will be deemed to include all plant, labour, supervision, materials, transport, all temporary works, erection, operation, maintenance, taxes and duties, contractor's profit and establishment/overheads, together with preparation of design and drawings, proof checking from third party, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contract
12. The Technical bid shall be opened first on due date and time as mentioned above. The time and date for opening of financial bid of bidders qualifying the technical bid shall be informed later on.
13. Pre Bid conference shall be held at the location, date & time as mentioned in the RFP to clear the doubt of intending bidders, if any.
14. ASCL reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
15. **List of Documents to be scanned and uploaded within the period of bid submission:**
  - A) In the Technical bid folder**
    - I. Demand draft/Online payment as **Tender fee (non-refundable)** from any Nationalized/Scheduled Bank in favour of "Chief Executive Officer, Aligarh Smart City Limited". Original Demand draft against Tender Fee to be submitted in the office of Chief Executive Officer, Aligarh Smart City Limited, Manasi Ganga Building, Baraula By Pass Road, Near Shanti Lodge, Aligarh, Uttar Pradesh 202001, India on or before the bid due date. Copy of the DD to be scanned and uploaded in eprocurement website. Alternatively, bidder may also use NEFT/RTGS/Net banking facility to submit the tender fee. Name, beneficiary details are below : Aligarh Smart City Limited, Account no: 0294001100000818, IFSC: PUNB0001000, MICR Code: 202024002
    - II. Fixed Deposit Receipt (FDR)/Bank Guarantee/Online Payment from any Nationalized/Scheduled Bank against **Earnest Money Deposit (EMD)**/Bid security in favour of "Chief Executive Officer, Aligarh Smart City Limited". Original Bank Guarantee against EMD is to be submitted in the office of Chief Executive Officer, Aligarh Smart City Limited, Manasi Ganga

Building, Baraula By Pass Road, Near Shanti Lodge, Aligarh, Uttar Pradesh 202001, India on or before the bid due date. Format of Bank guarantee is provided in the RFP. Copy of the EMD to be scanned and uploaded in eprocurement website. Alternatively, bidder may also use NEFT/RTGS/Net banking facility to submit the EMD. Name, beneficiary details are below : Aligarh Smart City Limited, Account no: 0294001100000818, IFSC: PUNB0001000, MICR Code: 202024002

- III. Form F1 to F18 of Section-II (Qualification Information) RFP document along with supporting details, duly filled, signed and stamped by the authorized signatory of the firm.
- IV. GST Registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following under taking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by the Employer, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by Employer or GST department in this regard.,

Bid of the bidder, whom original Tender Fee and EMD are not received before scheduled time of submission of bid, their bid will not be opened and evaluated further.

**B) In the Financial bid folder (To be submitted online ONLY)**

Financial Proposal" (**to be submitted in online in the** format provided in the eprocurement website) shall comprise inclusive of all statutory and applicable all cess, taxes,duties,levies, royalties etc.

16. The bid submitted shall become invalid if the bidder doesn't upload all the documents as stipulated above (Technical Bid and Financial Bid Folders) and if any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard/original copy as submitted through registered post or speed post or delivered by hand (before signing of the agreement) by the lowest bidders in the Office of the **Chief Executive Officer, Aligarh Smart City Limited, Manasi Ganga Building, Baraula By Pass Road, Near Shanti Lodge, Aligarh, Uttar Pradesh 202001, India .**

17. Each uploading shall be digitally signed by the bidder.

For & on behalf of  
Aligarh Smart City Limited

Chief Executive Officer,



## Section I - Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 Aligarh Smart City Limited, (referred to as “ASCL” in these documents) invites bids through e-procurement for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of Rooftop Solar PV Power Plants of different capacities under Net Metering with Zero Export Policy in Aligarh City on turnkey basis along with associated electrical & civil works under implementation of smart city mission (Works). Scope of work is provided in Section-5 of RFP document.
  - 1.2 The successful bidder will be expected to commission the whole works within 180 days from the date of commencement of work. Post Implementation period, bidder need to operate and maintain the Works for 5 years.
  - 1.3 Throughout these RFP document, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tender, bidding/tendering, etc.) are synonymous.
  - 1.4 Throughout this RFP Document:
    - (a) the term “in writing” means communicated in written form or by paper mail, fax, facsimile or electronic mail;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) “day” means calendar day.
  - 1.5 ASCL may appoint an Engineer who will be looking after project related activities.
  - 1.6 Throughout these RFP document, the terms ‘ASCL’ and their derivatives are synonymous.
- 2. Source of Funds**
  - 2.1 The expenditure on this project will be met from fund allocated to Aligarh Smart City Limited from Govt. of Uttar Pradesh and Govt. of India under Smart City Mission.
- 3. Eligible Bidders**
  - 3.1 This invitation for Bid under National Competitive Bidding open only to eligible competent Bidders with sound technical and financial capabilities and meeting the criteria as given in the **Annexure-I of Section II, Qualification Information.**
  - 3.2 Joint venture/ **consortium shall NOT be permitted.**
- 4. Qualification of the Bidder**
  - 4.1 All bidders shall provide the information required as per forms in Section II, Qualification Information..

The technical bid of the bidders received online shall be first evaluated to ascertain whether the bidder fulfills the requirements of evaluation criteria as indicated in bid document. The financial bids of only those bidders shall be opened who qualify through the set out parameters of Evaluation Criteria.

4.2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in the Bid Document.

4.3 Base year for qualification purpose shall be taken as 2018-19 . Enhancement factors have to be used for updating the cost of works executed to bring to a common base as mentioned in Annexure I of section 2:

Applicant should incorporate the above enhancement factors to the actual amount of the works executed by them clearly indicating the calculations.

In case the financial figure and value of completed works are in foreign currency, the above enhanced factors will not be applied. Instead, actual amount in the foreign currency shall have to be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate as on date 28days prior to the last date of submission, clearly indicating the calculations.

5. **One bid per bidder** 5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor) will cause all the proposals with the Bidder's participation to be disqualified
6. **Cost of Bidding** 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the ASCL will in no case be responsible and liable for those costs.
7. **Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk is advised and encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. It will be presumed that the bidder has quoted his rates after getting himself acquainted with all the site conditions.

## **B. Bidding Document**

8. **Content of Bidding Documents** 8.1 The set of bidding documents comprises the documents listed below, and addenda issued in accordance with Clause 10. The Request for Proposal (RFP) consists of :

**NIT, Information to Bidder (IFB)**

**Section I: Instruction to Bidders (ITB)**

**Section II: Qualification Information and Forms**

**Section III : General Conditions of Contract**

**Section IV : Special Conditions of Contract**

**Section V : Scope of Work and Technical Specification**

**Section VI : Forms and Formats**

**Online Financial Bid -Price Bid BOQ**

8.2 The Bidder is expected to examine carefully all instructions, Scope of Work, Technical Specifications, Conditions of Contract, Annexure and Drawings etc. in the Bid Document. Failure to comply with the requirement of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Document shall be rejected.

8.3 The works under this Contract shall be carried out in accordance with the bidding document constituting the contract and shall consist of various salient items as generally described in Section 5 of RFP.

**9. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

9.1 A prospective Bidder requiring any clarification of the Bidding Document may notify the ASCL in writing or by paper mail, telex, or electronic mail at the ASCL's address Chief Executive Officer Aligarh Smart City Limited, Manasi Ganga Building, Baraula By Pass, Near Shanti Lodge, Aligarh, Uttar Pradesh 202001, India, PIN Code: 202001, Electronic mail address: aligarhsmartcityltd@gmail.com. The ASCL will respond to any request for clarification, which he receives from a bidder 2 days before scheduled Pre-bid meeting. Copies of the ASCL's/ Engineer's response will be posted on the website <http://www.smartcityaligarh.com/> and/or <https://etender.up.nic.in> The bidders have to keep a vigil on the website for the same and they have no claim whatsoever for any ignorance in such case.

9.2 Deleted.

9.3 The Bidder and any of its personnel or agents will be granted permission by the ASCL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the ASCL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

9.4 The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues

and to answer questions on any matter that may be raised at that stage.

- 9.5 The Bidder is requested, to submit any questions in writing, to reach the Engineer before or during the pre-bid meeting as per Clause 9.1.
- 9.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be posted on the aforementioned website . Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the ASCL exclusively through the issue of an addendum pursuant to ITB 10 and not through the minutes of the pre-bid meeting.
- 9.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**10. Amendment of Bidding Document**

- 10.1 At any time prior to the deadline for online submission of bids, the ASCL may amend the Bidding Document by issuing addenda/corrigenda.
- 10.2 Any addendum published on <http://www.smartcityaligarh.com/> and/or <https://etender.up.nic.in> website shall be part of the Bidding Document. The bidders have to keep a vigil on the aforesaid website for the same & they shall have no claim whatsoever for any ignorance in such case. Without prejudice to the order of preference as specified in bid document, the provisions in such addendum shall take priority over Invitation for Bid and Bid Document uploaded previously.
- 10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the ASCL may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 20.2

**C. Preparation of Bids**

**11. Language of Bid**

- 11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged/uploaded by the Bidder and the ASCL, shall be written in the English language . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language , in which case, for purposes of interpretation of the Bid, such translation shall govern.

**12. Documents Comprising the Bid**

As mentioned in Para-15 of Invitation for Bid (IFB).`

- 13. Bid Prices**
- 13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 as per the price bid.
- 13.2 The bidder shall fill in rates both in figure and words. In case of any difference, the rate quoted in words will be taken as the quoted rate.
- 13.3 All royalties, Cess, duties, taxes and other levies shall be included in rates/prices to be deemed included in total Bid Price submitted by the Bidder.
- 13.4 Unless otherwise provided in the RFP, the prices quoted by the Bidder shall be fixed. The rates and prices quoted by the bidder shall be fixed for the entire duration of the Contract and shall not be subject to adjustment on any account and to be completed in a time bound manner.
- 14. Currencies of Bid and Payment**
- 14.1 The currency(ies) of the bid and payment shall be in Indian Rupees Only.
- 15. Period of Validity of Bids**
- 15.1 Bids shall remain valid for the period of **180 days** after the bid submission **deadline (last) date** prescribed by the ASCL. A bid valid for a shorter period shall be rejected by the ASCL as non-responsive.
- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the ASCL may request that the bidder may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with ITB 16 in all respects.
- 16. Tender Fee & Bid Security**
- 16.0 All the bidder shall submit tender fee in the form of Demand Draft from any Nationalized/ Scheduled Bank against Tender fee for an amount of Rs.16,992/(Rupees Sixteen Thousand Nine Hundred Ninety Two only) in favour of "**Chief Executive Officer, Aligarh Smart City Ltd, Aligarh**". Original Demand draft against Tender Fee to be submitted in the office of Chief Executive Officer, Aligarh Smart City Limited, Manasi Ganga Building, Baraula By Pass Road, Near Shanti Lodge Aligarh, Uttar Pradesh 202001, India on or before the bid due (deadline) date and time of submission of bid and upload a scanned copy of the same in eprocurement website. Copy of the DD to be scanned and uploaded in eprocurement website. Alternatively, bidder may also use NEFT/RTGS/Net banking facility to submit the tender fee. Name, beneficiary details are below : Aligarh Smart City

Limited, Account no: 0294001100000818, IFSC: PUNB0001000,  
MICR Code: 202024002

All the bidder shall submit bid security/EMD in original, as part of his bid. The same shall be submitted in the office of Chief Executive Officer, Aligarh Smart City Limited, Manasi Ganga Building, Baraula By Pass Road, Near Shanti Lodge Aligarh, Uttar Pradesh 202001, India on or before the bid due (deadline) date and time of submission of bid and upload a scanned copy of the same in eprocurement website. **The bid security (EMD) amount is Rs. 72,500/- (Rupees Seventy Two Thousand Five Hundred Only) and may be submitted in following forms:**

- a. FDR/Bank Guarantee from a Nationalized/ Scheduled Bank approved by Reserve Bank of India in the prescribed format enclosed as **APPENDIX-I**. The bid security shall remain valid till 30 days beyond bid validity period i.e **210 days from bid due date/last day (deadline date) for submission of bid.**
- b. Net Banking: Name: Aligarh Smart City Limited, Account no: 0294001100000818, IFSC: PUNB0001000, MICR Code: 202024002

16.1 Subject to confirmation of the Bid security by the issuing bank, the Technical Bid with already received valid Bid Security will be taken up for further evaluation.

16.2 Any bid without an acceptable Bid Security and not secured as indicated in ITB 16.1 above shall be rejected by the ASCL and will not be evaluated further.

16.3 The bid Security of all the bidders except the selected bidder would be refunded not later than the expiry of stipulated bid validity period as stipulated in ITB 15.1 or immediately after acceptance of the successful bidder.

16.4 The Bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.5 The Bid Security shall be forfeited;

- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) If the Bidder does not accept the correction of the Bid Price, pursuant to ITB 27;
- (c) If the bidder submits forged documents/information or
- (d) in the case of a successful Bidder, if the Bidder fails within the specified time limit to;
  - (i) Sign the Contract Agreement;
  - (ii) Furnish a performance security; or

- (iii) Accept corrections of arithmetic errors or modification of unrealistic rate of any particular BOQ.

- 17. Deleted** 17.1 ----Deleted-----.
- 18. Format and Signing of Bid** 18.1 The Bidder shall submit the requisite documents online as described in Para-15 of Invitation for Bid (IFB).  
18.2 Instruction to Bidders to be followed. Bids submitted online should be digitally signed by the bidder.

#### **D. Submission of Bids**

- 19. Submission of Bids** 19.1 The Bidder shall submit the Technical Bid and Financial bid online as per the Invitation for Bid (IFB) and Instructions to Bidders (ITB).  
19.2 –Deleted--
- 20. Deadline for Submission of Bids** 20.1 Bids will be received by the ASCL through e-procurement website not later than the time and date as mentioned in the RFP and will be opened on the date and time as mentioned in the RFP.  
20.2 ASCL may extend the deadline for submission of bids by issuing an amendment in accordance with ITB 10, in which case all rights and obligations of the ASCL and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21. Deleted** 21.1 ----deleted----
- 22. Modification and Withdrawal of Bids** 22.1 Bidders may modify/resubmit or withdraw their bids before the deadline prescribed in ITB 20.  
22.2 –Deleted---  
22.3 –Deleted-.  
22.4 Bidders may resubmit & modify his bid any number of times before the deadline of submission of bid .

#### **E. Bid Opening and Evaluation**

- 23. Bid Opening** 23.1 Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received online, shall be opened on the date and time, mentioned in Clause 20. 'Financial Bid' of only those bidders whose 'Technical Bid' has been determined to be substantially responsive shall be opened, at later date.  
23.2 Opening of Technical Bids

23.2.1 The ASCL will open the “Technical Bid”, of all the bidders received pursuant to Clause 22, online. The response of receipt of bid can be seen on the aforementioned website. In the event of specified date of bid opening being declared as a holiday for the ASCL, the bids will be opened at the appointed time and location on the next working day.

23.2.2 -Deleted--

23.3 Opening of Financial Bids

23.3.1 The ASCL will open the ‘Financial bid’ of those bidders whose Technical Bid has been determined to be substantially responsive in accordance with Clause 26 hereof, on the date which will be intimated to such bidders. In the event of specified date of bid opening being declared a holiday for ASCL, the ‘Financial Bids’ shall be opened at the appointed time on the next working day.

23.3.2 -Deleted---

**24. Process to be Confidential**

24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a 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.

24.2 Any attempt by a Bidder to influence the ASCL in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.

**25. Clarification of Bids**

25.1 To assist in the scrutiny, evaluation and comparison of bids, ASCL may, at its discretion, ask some or all Bidders for clarifications with regards to their Bid. The request for such clarifications and the response will necessarily be in writing (by speed post/courier / email). Failure of a Bidder to submit additional information or clarification as sought by ASCL within the prescribed period will be considered as non-compliance and the Proposal may get evaluated based on the limited information furnished along with the bids.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the ASCL on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

25.3 Any effort by the Bidder to influence the ASCL in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s bid. Provided that nothing in this section will prevent the ASCL from exploring possibility of arriving at reasonable rates in a manner considered suitable.



**26. Deviations, Reservations, and Omissions**

26.1 After opening of 'Technical Bid' in accordance with Clause 23.2 above, the ASCL will determine whether each bid (a) has been digitally signed; (b) is complete (c) meets the eligibility and qualification criteria defined in Clauses 3 and 4; (d) is accompanied securities in accordance with Clause 16; and (e) is substantially responsive to the requirements of the 'Bidding Document'. Scoring of technical bids (of responsive bids) will be done in manner stated in clause 29.1

26.2 The technical bid of the bidders shall be first evaluated to ascertain whether the bidder fulfills the requirements of evaluation criteria as indicated in Annexure-1 of Section 2, Qualification Information of bid document. The financial bids of only those bidders shall be opened who qualify through the set out parameters of Evaluation Criteria.

26.3 After opening of 'Financial Bid' in accordance with Clause 23.3, the ASCL will determine whether each bid (a) has been digitally signed; and (b) is substantially responsive to the requirements of 'Bidding Documents'.

26.4 A substantially responsive Technical or Financial Bid is one which confirms to all the terms, conditions and specifications of the Bidding Document, without material deviation or reservation. A material deviation or reservation is (a) which affects in any substantial way the scope, quality or performance or Works; (b) which limits in any substantial way, inconsistent with the Bidding document, the ASCL's rights or the Bidder's obligations under the contract; and (c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

26.5 If a 'Technical Bid' or 'Financial Bid' is not substantially responsive, the bid will be rejected by the ASCL/Engineer and may not subsequently be made responsive by correction or withdrawal of non-conforming deviation or reservation.

26.6 The 'Financial Bid' of those bidders whose 'Technical Bid' has been determined to be **non-responsive** shall not be opened.

**27. Correction of Errors**

27.1 'Financial Bids' determined to be substantially responsive will be checked by the ASCL for any arithmetical errors. Errors will be corrected by the ASCL as follows :

(a) where there is a discrepancy between the rates in figures and in word, the rate in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern

27.2 The amount stated in the Bid will be adjusted by the ASCL in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub – Clause 16.6 (b).

**28. Evaluation and Comparison of Bids**

28.1 The ASCL will evaluate and compare only the Bids determined to be substantially **responsive** in accordance with Clause 26.

28.2 The ASCL reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding document or otherwise result in unsolicited benefits for the Contractor shall not be taken into account in Bid evaluation.

28.3 If the bid of a successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the ASCL may request the bidder to produce detailed price analyses for any or all items of the Bill of Quantities/considered in arriving the price bid, to demonstrate the internal consistency of those prices (taking into account prevailing market rates) with the construction methods and schedule proposed. After evaluation of the price analyses, the ASCL may require that the amount of the performance security set forth in ITB 32 be increased at the expense of the successful Bidder to a level sufficient to protect the ASCL against financial loss in the event of default of the successful Bidder under the Contract.

28.4 If the bid of the lowest Bidder contains some/any of the major BOQ items which are unrealistically priced low/high and which cannot be substantiated satisfactorily by the bidder, ASCL reserves the right to negotiate with the lowest bidder to correct the unrealistic priced boq without changing the overall quoted bid price. If the Bidder does not accept the realistic price of such BOQ/BOQs, the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub – Clause 16.6. ASCL decision in this regard will be final and binding on the bidder.

28.5 Deleted.

28.6 Deleted.

**F. Award of Contract**

**29. Award Criteria**

29.1 Financial Bids of Technically qualified bidders shall be opened who meet the qualification as called in clause 3 and 4 of ITB. Class-I Local supplier will get purchase preference over the other bidders in accordance with provisions made in Office order No P-45021/2/2017-PP (BE-II) dated 4th June'2020, issued by Ministry of Commerce and Industry, Department of Promotion of Industry

and Internal Trade, (Public Procurement Section), Government of India. Copy of the order is enclosed with the RFP.

ASCL will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding document and in accordance with aforesaid order dated 4<sup>th</sup> June'2020.

- 30. ASCL's Right to Accept/Reject any or all Bids**
- 30.1 Notwithstanding Clause 29, the ASCL reserves the right to accept or reject any Bid/all Bids, and to cancel the Bidding process at any time prior to the award of Contract, 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 the ASCL's action.
- 31. Notification of Award and Signing of Agreement**
- 31.1 The Bidder whose Bid has been accepted will be notified of the award by the ASCL prior to expiration of the Bid validity period by registered letter or telex facsimile or electronic mail. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance/award") will state the sum that the ASCL will pay the contractor in consideration of the execution, completion, and maintenance of the Works by the contractor as prescribed by the contract (hereinafter and in the Contract called the "Contract Price/Contract Value").
- 31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.
- 31.3 The successful bidder within 10 days of issue of Letter of Acceptance shall submit power of Attorney(s) and Board Resolution. In case of any change than submitted along with Bid submittals for signing of Contract Agreement.
- 31.4 After receipt of documents as per 31.3 and confirmation of issuance of performance security by the issuing bank, the ASCL will direct the successful bidder to attend ASCL's office on a date determined by ASCL for signing the Contract Agreement. Stamp duty amount for execution of Contract to be paid by the successful bidder.
- 31.5 Deleted.
- 32. Performance Guarantee**
- 32.1 Within 15 days of issue of the Letter of Acceptance/Intent, the successful Bidder shall deliver to the ASCL a Performance Guarantee (Security) in the form of a bank guarantee as per the format given in the Condition of contract or a Fixed Deposit Receipt in the name of "Chief Executive Officer, Aligarh Smart City Ltd, Aligarh" for an amount equivalent to 5% of the Contract price as per the Conditions of Contract.
- 32.2 The performance guarantee (security) provided by the successful Bidder shall be issued by a Nationalized/Scheduled Indian Bank approved by Reserve Bank of India.

- 32.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security (Earnest Money Deposit).
- 33. Advance Payment and Security** 33.1 The ASCL will not provide any Advance Payment under this contract.
- 34. Corrupt or Fraudulent Practices** 34.1 The ASCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with ASCL.
- 34.2 If, at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive ASCL of the benefits of free and open competition.