

Bihar Urban Infrastructure Development Corporation
(Government of Bihar Enterprise)



Expression of Interest
for

**EMPANELMENT FOR SUPPLY OF SOLID WASTE MANAGEMENT
EQUIPMENT (GOODS) FOR URBAN LOCAL BODIES IN BIHAR**

VOLUME-1 of 3

(Ref. Notification Number: BUIDCO/Yo-759/2015-121)



#303, 3rd Floor, Maurya Tower, Maurya Lok Complex, Budh Marg, Patna -800 001
E-mail: tenders@buidco.in



Eoi fc

Bihar Urban Infrastructure Development Corporation Limited

A Government of Bihar Undertaking

EXPRESSION OF INTEREST**FOR EMPANELMENT FOR SUPPLY OF SOLID WASTE MANAGEMENT EQUIPMENT (GOODS) FOR URBAN LOCAL BODIES IN BIHAR**

No.: BUIDCo/Yo-759/2015-121

Date: 21.05.2015

1. Bihar Urban Infrastructure Development Corporation Limited (BUIDCo), a nodal agency for executing urban infrastructure projects in the state of Bihar, invites Application cum Rate Quotation from reputed supplier/manufacture for their empanelment and supply of Solid Waste Management (SWM) equipment and vehicles (Goods) under a centralised procurement arrangement for supply of Goods to all Municipal Corporation/Council Town in Bihar.
2. EOI is invited for supply of equipment mentioned below, further details may be referred in EOI Document which can be downloaded from tender section of BUIDCo website <http://buidco.in> from 28.05.2015 onwards.

SL No	Equipment/Vehicle
1	a. Portable Compactor of Capacity 10 CUM b. Hook Loader Capable of Lifting Portable Compactor of 10 CUM Capacity with vehicle weight of 16 ton GVW
2	a. Portable Compactor of Capacity 16 CUM with Tip cart b. Hook Loader Capable of Lifting Portable Compactor of 20 CUM Capacity with vehicle weight of 25 ton GVW

3. Bidding Schedule:-

Availability of EOI Document :- From 28.05.2015 at BUIDCo Website

Pre-Application Meeting :- At 3:30 PM on 08.06.2015

Last Date of Submission of EOI :- Up to 3:00 PM on 23.06.2015

Opening of EOI Application :- At 3:30 PM on 23.06.2015

Sd/-
Managing Director, BUIDCo

#303, 3rd Floor, Maurya Tower, Maurya Lok Complex, Budh Marg, Patna -800 001
(Tel: 0612-2210101/02, Fax-2210103, Web:-<http://buidco.in>, Email: tenders@buidco.in)

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Section I Instructions to Bidders

1 Definitions

- a) **“Authorized Signatory”** means the bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm
- b) **“Bidder”** means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called Offer or Quoter.
- c) **“Contract”** means a legally enforceable agreement entered into between The Purchaser and the selected bidder(s) with mutual obligations
- d) **“Day”** means calendar day
- e) **“BUIDCo”** means Bihar Urban Infrastructure Development Corporation Ltd.
- f) **“Instructions to Bidders”** means the document which provides the Bidders, with all information needed to prepare their Proposals
- g) **“Technical Evaluation Committee”** means the committee that shall evaluate the bids and ensure the empanelment of the bidders
- h) **“Parties”** means the Purchaser and the Service Provider and the “Party” means either of the parties.
- i) **“Proposal”** means the Technical Proposal and the Financial Proposal
- j) **“Purchaser”** means Bihar Urban Infrastructure Development Corporation Limited (BUIDCo)
- k) **“EOI”** means the Request for Proposal prepared by the Purchaser for the Empanelment of OEMs/Vendors For Supply of Solid Waste Management Equipment (Goods) under the Rate Contract
- l) **“Assignment / Job”** means the work to be performed by the bidders pursuant to the Contract
- m) **“End of Life” (EOL)** means that the product is in the end of its useful lifetime and a vendor will no longer be marketing, selling, or sustaining a particular product and may also be limiting or ending support for the product
- n) **“Goods”** the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and maintenance during warranty and annual maintenance contract.

2 Sections of the Bidding Document

The EoI Document consist of Part 1 and Part 2, which include all the Sections indicated below, and should be read in conjunctions with any Addenda issued in accordance with ITB Clause11.6 [Amendment of Bidding Document]

Volume I: Bidding Procedures**Section I. Instructions to Bidders (ITB)****Section II. Bidding Forms****Volume II: Supply Requirement****Section III. Schedule of Supply**

3 Background

Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo) [**“Purchaser”**] has been appointed as nodal agency for centralized procurement of municipal equipment such as solid waste management equipment, sewerage and sanitation equipment and fogging equipment for urban local bodies in Bihar.

In response to its mandate, The Purchaser has made preliminary assessment of demand of solid waste management equipment as given below:

SL No	Equipment/Vehicle
1	<p>a. Portable Compactor of Capacity 10 CUM</p> <p>b. Hook Loader Capable of Lifting Portable Compactor of 10 CUM Capacity with vehicle weight of 16 ton GVW</p>
2	<p>a. Portable Compactor of Capacity 16 CUM with Tip cart</p> <p>b. Hook Loader Capable of Lifting Portable Compactor of 20 CUM Capacity with vehicle weight of 25 ton GVW</p>

The purchaser has invited proposals for empanelment of bidders/supplier for design, supply, installation and commissioning of above solid waste management equipment through notification number BUIDCo/Yo-759/2015-121.

The Goods will be procured by the Purchaser from empaneled Suppliers as and when required in such quantity as requisitioned by various urban local bodies and other relevant departments in Bihar.

4 Empanelment Terms & Conditions

- i. Sealed Bids are invited for empanelment of Supplier of Goods for supply of Goods to various Urban Local Bodies in Bihar on rate contract basis on competitive rates. The selected bidder shall design, supply, test, install and commission the requisite Goods and Related Services directly or through their authorized business partner(s) to the clients against the purchase order issued by the Purchaser.

- ii. **Separate bid shall be submitted for empanelment for portable compactor of capacity 10 CUM and hook loader capable of lifting portable compactor of 10 CUM capacity with vehicle weight of 16 ton GVW together. Similarly Separate bid shall be submitted for portable compactor of capacity 16 CUM with tip cart and hook loader capable of lifting portable compactor of 20 CUM capacity with vehicle weight of 25 ton GVW together.**
- iii. The bid is open to all eligible bidders, subject to fulfilling the Eligibility criteria
- iv. This empanelment is valid for (i) the OEMs, (ii) the authorized dealers of the OEMs .
- v. An OEM can authorize any number of its Authorized Dealers for a product. Authorized Dealers will have to take authorization from the OEM as per Annexure-4.
- vi. A business partner can submit bid on behalf of one or more OEMs for same product.
- vii. **The empanelment period (“Empanelment Period”) shall be for an initial period of three years.** Bidders are advised to study this Empanelment EOI document carefully before submitting their proposals in response to the EOI Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. All OEMs are requested to actively participate in the bidding process in order to facilitate empanelment under rate contract.
- viii. Bids not submitted as per the specified formats will be outrightly rejected. Compliance to Technical specifications as per Section III Schedule of Supply of the EOI is also required.
- ix. Conditional bids shall not be accepted on any ground and shall be rejected straightway.
- x. If any clarification is required, the same should be obtained before submission of the bids as laid down in the EOI and should be submitted at the mailing address: tenders@buidco.in.
- xi. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipment with the Technical Bid. Deviations from technical specifications should be furnished as per the formats given in Schedule of Supply (Section III). Deviation on lower side of specifications will not be considered. No deviations in terms & conditions of the bid document shall be accepted in any case.
- xii. Unless agreed in writing with the bidders, the **delivery of the ordered Goods** should be as per the schedule given in Schedule of Supply (Section III)
- xiii. Bidders should have (i) owned service station and workshop facility in Bihar; or (ii) franchisee service partner having service station and workshop facility in Bihar; or (iii) they should give an undertaking in the form of an affidavit that they will be liable to provide full-fledged service for minimum five years.
- xiv. Quantity of the goods to be supplied will vary from time to time based on the requirement of the ULBs.
- xv. Systems matching the given configuration or higher (make and model) of the system offered will only be accepted for empanelment. The Goods offered under this EOI should not be End of Life.
- xvi. While attempt has been made to keep the technical specifications of the desired products vendor neutral, deviations if any please be informed to the Purchaser.

5 Tender Document Charges:

Bidder is required to pay **INR 10,000/- (Rupees Ten Thousand Only)** towards Tender document charges, at the time of submission of Bids, in the form of a Demand Draft/ Pay Order only, failing which the Bids submitted by the Bidder shall be out rightly rejected. The Demand Draft/Pay Order should be drawn in favour of “Managing Director, BUIDCo” and payable at Patna. The Tender document charges are Non-Refundable.

6 Tender Timelines

Table 1: Schedule of Bid Process

No.	Information	Date & Time
1	Issue of RFP	28/05/2015
2	Last date of submission of written queries	08/06/2015 at 3:00 PM
3	Pre-Bid meeting	08/06/2015 at 3:30 PM
4	Clarifications to queries	12/06/2015
5	Last date of submission of bids	23/06/2015 by 3:00 PM
6	Opening of Technical Bids	23/06/2015 by 3:30 PM
7	Opening of Financial Bids	To be communicated later
8	Contact person for queries <i>Note: Queries should be received through email only</i>	Managing Director, BUIDCo Email: tenders@buidco.in
9	Addressee and Address at which proposal in response to EOI notice is to be submitted	Bihar Urban Infrastructure Development Corporation Ltd. #303, 3rd Floor, Maurya Tower, Maurya Lok Complex, Budh Marg, Patna -800 001

7 Eligibility Criteria

Sl.	Eligibility Criteria	Supporting Documents
1.	Should be a legal entity having its registered office in India. It should also be registered with the Service Tax Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last five years.	Certificate of Incorporation, Service Tax Registration number, CST / VAT certificate allotted by Sales Tax Department, PAN number are mandatory. Attested copies of Articles

Sl.	Eligibility Criteria	Supporting Documents									
		<p>of Association (in case of registered firm), partnership deed (in case of partnership firm) should be submitted. The details as per Annexure 2 are required to be furnished along with supporting documents.</p> <p>SSI units must also submit NSIC Registration Certificate.</p>									
2.	<p>The Bidder should be an established Original Equipment Manufacturer or an Authorized Dealer of relevant Goods in India and should have been in this business for minimum period of two years as on 31.03.2015.</p> <p><i>An Authorized dealer should also provide manufacturer's authorization in the format specified at Annexure-4</i></p>	<p>Work Orders along with the completion Certificate/satisfactory client Certificate confirming year and Area of activity.</p>									
3	<p>Should be an ISO 9001:2008 or equivalent or higher level certified Company in respect of manufacturing, assembly, processing of Goods.</p>	<p>Valid Quality Certificate from a nationally or globally recognized Institution for their manufacturing / assembly / facilities anywhere located in India should be attached</p>									
4	<p>The Bidder during last three years, either directly or through Authorised Dealers or through its principal company should have supplied minimum cumulative number of Goods as mentioned below, to Government Dept/Public Sector Undertaking/Urban Local Body/Private Service Provider.</p> <table border="1" data-bbox="269 1522 1084 1822"> <thead> <tr> <th data-bbox="269 1522 394 1680">SL.</th> <th data-bbox="394 1522 815 1680">Equipment/Vehicle</th> <th data-bbox="815 1522 1084 1680">Min. Number cumulative supply in last 3 years (in number)</th> </tr> </thead> <tbody> <tr> <td data-bbox="269 1680 394 1780">1.</td> <td data-bbox="394 1680 815 1780">a. Portable Compactor of Capacity 10 CUM</td> <td data-bbox="815 1680 1084 1780">5</td> </tr> <tr> <td data-bbox="269 1780 394 1822"></td> <td data-bbox="394 1780 815 1822">b. Hooker Loader Capable of</td> <td data-bbox="815 1780 1084 1822">5</td> </tr> </tbody> </table>	SL.	Equipment/Vehicle	Min. Number cumulative supply in last 3 years (in number)	1.	a. Portable Compactor of Capacity 10 CUM	5		b. Hooker Loader Capable of	5	<p>Self-attested copies of Purchase Orders along with supply completion order/delivery challan.</p>
SL.	Equipment/Vehicle	Min. Number cumulative supply in last 3 years (in number)									
1.	a. Portable Compactor of Capacity 10 CUM	5									
	b. Hooker Loader Capable of	5									

Sl.	Eligibility Criteria			Supporting Documents
		Lifting Portable Compactor of 10 CUM Capacity with vehicle weight of 16 ton GVW		
	2.	a. Compactor of Capacity 16 CUM with Tip cart	10	
		b. Hook Loader Capable of Lifting Portable Compactor of 20 CUM Capacity with vehicle weight of 25 ton GVW	10	
5	<p>Average Annual sales turnover of the Bidder during the last two financial year up to 31 March 2015 should be:</p> <p>In case of OEM:</p> <p>a. Rs 5 (five) Crore</p> <p>In case of Authorized Dealer</p> <p>(i) Rs 1 (one) Crore</p>			Copy of audited balance sheet as proof of turnover, highlighting the turnover part along with Statutory Auditor certificate in clear terms must be submitted.
6.	<p>Service Support:</p> <p>The OEMs should certify that they have support mechanism in the form of (i) owned service station and workshop facility in Bihar; or (ii) franchisee service partner having service station and workshop facility in Bihar; or (iii) it should give and an undertaking in the form of an affidavit that it will be liable to provide service for minimum five years as part of warranty period, AMC or as per the arrangement entered with the Client or Consignee</p>			Undertaking from the authorized signatory of the OEM/Certificate from authorised signatory of OEM or undertaking by the Attorney.
7.	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of			Affidavit signed by the Authorized Signatory to the effect that the Bidder is not blacklisted by any of the

Sl.	Eligibility Criteria	Supporting Documents
	Government of India/ State Governments.	Ministry/ Department of Government of India/ State Governments.
8	Should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by a court or a judicial officer, their business activities have not been suspended and they are not the subject of legal proceedings for any of the foregoing.	Affidavit signed by the Authorized Signatory must be submitted

a) The Bidders are required to furnish documents to establish their eligibility (as per the format defined in Annexure 12) for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, should be highlighted. If bid is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained. However, The Purchaser reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents. All documents should be submitted in hardcopy (one set).

b) Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect or incomplete, their bid shall be summarily rejected and no correspondence on the same shall be entertained.

c) The Bid Submitted by any Bidder not fulfilling the Eligibility Conditions above will not be considered. The bidder should also adhere to the Annexures with a declaration from an authorized signatory. A copy of Power of Attorney should also be attached along the same.

d) Each Annexure will be treated as a separate bid for purpose of evaluation, processing and ordering.

8 Technical Evaluation

The technical evaluation will be done for only those bidders who qualify the eligibility criteria.

a) Technical Evaluation Committee (TEC) set up by the Purchaser will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the bid. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this EOI

b) Technical evaluation would be carried out for each of the item being empanelled. The Technical evaluation criterion will be compliance against the technical specifications mentioned in Volume 2 of this EOI. The decision of the evaluation committee in this regard would be final.

In case TEC decides to inspect the equipment at Bidder's / OEM's premises, the expenditure on travel and stay will be borne by the Purchaser. If during the technical evaluation, any of the system fails the performance / acceptance testing then no subsequent chance will be given to the Bidder.

c) In their own interest the bidders are advised to ensure that all the items brought by them for evaluation conform to all tendered technical parameters / specifications and are functional. Systems not meeting complete bid specifications will not be considered for evaluation

d) For Technical Evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation and consumable required, from their organization for interacting with TEC and evaluation team as and when required. If the required specialist along with proper documentation is not made available by Bidders, then the bids for such defaulting Bidders will be rejected.

9 DELETED

10 Empanelment of Bidders

a) A maximum of 5 bidders will be empanelled for an equipment or vehicle. Purchaser reserves the right to waive this condition in certain categories of items/products.

b) The Purchaser reserves the right to cancel the entire bidding process at any point of time without any justification.

c) The empanelment under this bid is exclusively for the procurements proposed to be made by the Purchaser during the validity of the empanelment or its extended period of validity.

d) The empanelment will be valid for a period of 36 (thirty six) months from the date of empanelment.

e) All empanelled Bidders shall have to enter into a written agreement with the Purchaser for honouring all bid conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by The Purchaser on behalf of its client departments.

f) In the event of an empanelled Company or the concerned division of the Company is taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with the Purchaser, should be passed on for compliance to the new company. If the acquiring company does not honor the obligations and the execution responsibilities agreed with the Purchaser, the rate contract with the firm will be terminated and Performance Bank Guarantee (PBG) forfeited.

g) In case of empanelled bidder is found in breach of any condition(s) of bid or supply order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with the Purchaser.

- h) the Purchaser may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- i) Bid Validity Period: The bid shall be valid for a period of **180 days** from the date of submission.
- j) The Purchaser reserves the right to suspend the short listing process, accept or reject any or all bid at any stage of the process and or modify the entire process or any part thereof at any time without assigning any reason whatsoever.
- k) Bids are to be submitted in hardcopy (two sets) and Soft Copy (one set) latest by the date and mentioned in Clause 6 in the BUIDCo office as per the address given above in.
- l) After declaration or notice for empanelment to the firm will have to enter in to an empanelment agreement with the Purchaser within 21 days of the issuance of LOA and the firm will have to deposit performance bank guarantee in form of Bank Guarantee before signing the empanelment agreement. The amount of Bank Guarantee is as mentioned below.

SL No	Equipment/Vehicle	Amount of Performance bank Guarantee
1	a. Portable Compactor of Capacity 10 CUM	@5% of the contract value
	b. Hooker Loader Capable of Lifting Portable Compactor of 10 CUM Capacity with vehicle weight of 16 ton GVW	
2	a. Portable Compactor of Capacity 16 CUM with Tip cart	@5% of the contract value
	b. Hook Loader Capable of Lifting Portable Compactor of 20 CUM Capacity with vehicle weight of 25 ton GVW	

11 Instruction to Bidders:

11.1 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the bid documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications

- b) The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD
- c) The bidder must comply with all the terms and conditions given in this document and their offer must be unconditional

11.2 Proposal Preparation Costs

- a) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Purchaser to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) This EOI does not commit the Purchaser to award a contract or to engage in negotiations.
- c) Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- d) All materials submitted by the bidder as a part of the bid will become the property of the Purchaser.

11.3 The Purchaser's right to terminate the process

- a) The Purchaser may terminate the bid process at any time and without assigning any reason and any compensation. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This bid does not constitute an offer by the Purchaser. The bidder's participation in this process may result in the Purchaser selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Purchaser to execute a contract or to continue negotiations. The Purchaser may terminate negotiations at any time without assigning any reason.
- c) All materials submitted by the bidder become the property of the Purchaser.

11.4 Pre-Bid Meeting

The Purchaser will hold a pre-bid meeting with the prospective bidders mentioned as per the schedule of bidding mentioned above.

11.5 Bidder’s inquiries and the Purchaser’s responses

a) All enquiries / clarifications from the bidders, related to this EOI, must be directed in writing through email only exclusively to the contact person notified in this EOI document. The queries should be submitted in the following format:

Table 2: Format for submitting queries

Bidder’s Name & Address			
S No.	EOI Document Reference(s) (Section & Page Number(s))	Content of EOI requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			

b) The preferred mode of delivering written questions to the aforementioned contact person would be through email or hardcopy as mentioned in Clause 3. Telephone calls will not be accepted. In no event will the Purchaser be responsible for ensuring that bidders’ inquiries have been received by the Purchaser.

c) After publication of the EOI, the contact person notified by the Purchaser will begin accepting written questions from the bidders. The Purchaser will endeavour to provide a full, complete, accurate, and timely response to all questions. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any; neither response nor does the Purchaser undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be displayed on the website of the Purchaser and will not be intimated individually.

d) No request for clarification from any bidder will be entertained after last date mentioned as per the Table 1 of Section 4.

11.6 Amendment of Bid document:

a) At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid Document by an amendment.

b) The amendment will be notified and uploaded on the website of the Purchaser for the information of all intending bidders.

c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

11.7 Supplemental information to the EOI:

If the Purchaser deems it appropriate to revise any part of this EOI or to issue additional data to clarify an interpretation of provisions of this EOI, it may issue supplements to this EOI. Any such corrigendum shall be deemed to be incorporated by this reference into this EOI.

11.8 Earnest Money Deposit (EMD):

a) Bidders shall submit, alongwith their Bids, EMD of the amount mentioned below in the form of a Bank Guarantee (as per the format at Annexure8) only in favour of the Purchaser, payable at Patna, valid for Twelve months. EMD in any other form shall not be entertained. **Separate EMD will be submitted for separate item.** Small Scale Industrial Units (SSI Units) registered with NSIC, under its Single Point Registration Scheme are not required to submit Earnest Money Deposit. The SSI units claiming exemption from submission of EMD shall submit valid registration certification issued from NSIC under its Single Point Registration Scheme.

SL No	Equipment/Vehicle	EMD AMOUNT IN RS IN LAKH
1	a. Portable Compactor of Capacity 10 CUM	Rs. 10 LAKH
	b. Hooker Loader Capable of Lifting Portable Compactor of 10 CUM Capacity with vehicle weight of 16 ton GVW	
2	a. Portable Compactor of Capacity 16 CUM with Tip cart	Rs. 10 LAKH
	b. Hook Loader Capable of Lifting Portable Compactor of 20 CUM Capacity with vehicle weight of 25 ton GVW	

b) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.

c) Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the empanelment of successful bidder

d) The EMD may be forfeited:

i. If a Bidder withdraws his bid save as provided in ITB Clause 11(h) during the period of bid validity or its extended period or finalization of empanelment, whichever is earlier, if any; or

ii. In the case of a successful bidder, if the Bidder fails to (1) extend to the EMD as per ITB Clause 11.8(d); (2) register it self as empanelled supplier or withdraw its registration of empanelment during the empanelment period except as provided in ITB Clause 10(g); (3) sign the

Contract or to furnish Performance Bank Guarantee after issuance of Purchase Order within specified time in accordance with the format given in the EOI (refer Annexure-10)

iii. Any violation of the conditions of EOI

Incase the Bidder is a SSI Unit and it has not submitted EMD as per the exemption provided in sub-clause 11.8(a), a sum equal to EMD will be recovered in place of forfeiture of EMD as provided in this sub-clause failing which a compliant about SSI units will be registered with NSIC and other competent authorities for taking appropriate action its deregistration as SSI unit. The SSI unit may further be debarred or blacklisted for participation in tenders floated by BUIDCo and State Government.

e) The EMD shall be submitted with the technical bid in a separately sealed envelope. Bids submitted without adequate EMD will be summarily rejected.

Note: Small Scale Industrial Units (SSI Units) registered with NSIC, under its Single Point Registration Scheme are not required to submit Earnest Money Deposit. The SSI units claiming exemption from submission of EMD shall submit valid registration certification issued from NSIC under its Single Point Registration Scheme.

11.9 Submission of Proposal

a) The bidders should submit their responses as per the format given in this bid in the following manner:

➤ Technical Proposal-(1Original+1Copy)in first envelope

b) The Response to Technical Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal". Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

c) The two envelopes containing copies of Technical Proposal should be put in another single sealed envelope clearly marked "Response to EOI for Empanelment of vendors - < EOI Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>"".

d) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

e) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

f) The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be

initialled by the person (or persons) who sign(s) the proposals.

g) In case of any discrepancy observed by the Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

11.10 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of Tender.

11.11 Purchaser's Rights

- a) The Purchaser reserves the right to cancel this bid or modify the requirement without assigning any reasons. The Purchaser will not be under obligation to give clarifications for the same.
- b) The Purchaser reserves the right to order any quantity of the order in the next stage of the bidding process..
- c) The Purchaser also reserves the right to relax any of the terms & conditions of the bid.
- d) The Purchaser, without assigning any further reason can reject any bid(s), found deficit in any manner.
- e) The Purchaser also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure. Bidder(s) are, therefore, directed to submit the bid carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the firm.

11.12 Refund of EMD

The Earnest Money Deposit(EMD) will be refunded as follows.

- a) EMD of the successful bidders shall be used as empanelled security which they shall be required to extend till appropriate validity.

EMD of unsuccessful bidders shall be returned at the earliest.

Miscellaneous

- a) The empanelment under this bid is not transferable.
- b) The decision of the Purchaser arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present bid and the Bidder may also be liable to be debarred from bidding for the Purchaser bids in future for a period of at least three years.

- c) Any conditions mentioned in their bids by the bidders which are not in conformity to the conditions set forth in the bid will not be accepted by the Purchaser. All the terms and conditions for the supply, testing and acceptance, payment terms penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the bid should be attested properly by the bidders, failing which the bid will be rejected.
- d) The Purchaser may use this bid for executing any projects anywhere in Bihar during the validity of this bid.
- e) In addition to the supporting technical documents, the enclosures as mentioned in List of Enclosure are required to be submitted with the technical bid.
- f) The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-a-vis urgent commitments. The Purchaser also reserves the right to accept /reject any bid, to cancel / abort bid process and / or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the Purchaser.
- g) Any default by the bidders in respect of bid terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.
- h) The empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

Section II: Bid Forms

Annexure 1: Bid Form

(To be submitted on the Letterhead of the responding agency)

(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd
#303, 3rd Floor, Maurya Tower,
Maurya Lok Complex, Budh Marg,
Patna -800 001

Reference: EOI Notification no _____ dated _____

Subject: Submission of proposal in response to the EOI for Empanelment for Supply of Solid Waste Management Equipment (Goods) for ULBs in Bihar

Dear Sir,

- 1 Having examined the EOI document, we, the undersigned, herewith submit our proposal in response to your EOI Notification no <xxx> dated <<> for EOI for Empanelment of vendors for Supply of Solid Waste Management Equipment (Goods) under the Rate Contract to the Purchaser, in full conformity with the said EOI document.
- 2 We have read the provisions of the EOI document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be acceptable.
- 3 We agree to abide by this proposal, consisting of this letter, the detailed response to the EOI and all attachments, for a period of 180 days from the closing date fixed for submission of proposals as stipulated in the EOI document.
- 4 The Security of Rs. _____ (Rupees _____) submitted by us in the form of a Bank Guarantee may be encashed if we do not submit the requisite Empanelment Guarantee for "Empanelment of vendors for Supply of Solid Waste Management Equipment (Goods) under the Rate Contract to BUIDCo", if we are selected for empanelment.
- 5 We hereby declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- 6 We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

7 Having examined the RFP/EOI (Ref. No. xxxxxx dated xxxxx) including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the following items including installation and commissioning in conformity with the said bid in accordance with this bid:

Sl. No.	Items

8 We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule communicated by the Purchaser.

9 We agree to abide by this bid for the period of 30 calendar days after the date of empanelment by the Purchaser or any of the addenda and it shall remain binding upon us and may be accepted at any time before the expiration of this period.

10 Until a formal contract is prepared and executed, this bid, together with the Purchaser's written acceptance thereof and the Purchaser's notification of award shall constitute a binding contract between us.

11 We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

12 We agree that the Purchaser will be the Single Point of Contact for us, for the entire goods and services to be delivered by us in case our bid is accepted.

13 We understand that the Purchaser is not bound to accept any bid which the Purchaser may receive.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney / Letter of Authorization authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.

Annexure 2: Particulars of the Bidder

No.	Information sought	Details to be furnished
1.	Name and Registered address of the bidding Company. Specify Telephone Number, Fax Number, Website address of the bidding Company	
2.	Incorporation status of the firm (public limited /private limited /partnership, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax, income tax, sales tax / VAT	
8.	Key Person (s) details at Head Office / Registered Office. Specify Name, Designation, Address, Email, Phone nos. and Mobile Number	
9.	Name, Designation, Address, Email, Phone nos. and Mobile Number of Authorized Person for this empanelment	
10.	Classification i.e. Manufacturer (OEM), Authorized reseller, please specify	
11.	Number of years' experience in manufacturing / reselling the proposed equipment/products	
12.	Turnover from sale of <<quoted products >in last 3 years	

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Annexure 3: Service Support Details

No	State Name	Name, Address & Telephone / Fax the Service Centre	Whether own branch or franchise?
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
10.			
11.			
12.			
13.			
14.			
15.			

Annexure 4: Manufacturer's Authorization Form

(To be submitted on the Letterhead)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd
#303, 3rd Floor, Maurya Tower,
Maurya Lok Complex, Budh Marg,
Patna -800 001

Reference: EOI Notification no _____ dated _____

Dear Sir,

We _____ are established and reputed manufacturers of the following items:

- 1) <Name of the Item being supplied>
- 2) <Name of the Item being supplied >

We do hereby authorize M/s _____ (Name & Address of the Vendor) to offer their quotation, negotiate and conclude the contract with BUIDCo against the above invitation for empanelment offer.

We hereby extend our full guarantee, warranty and AMC support as per terms and conditions of the EOI and the contract for the equipment and services offered against this invitation for bid offer by the above firm. In case the above firm defaults on providing the AMC support, we assure that the necessary AMC support will be provided by us to BUIDCo.

Place:

Date:

Manufacturer's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The letter of authority should be on the letterhead of the manufacturing firm and should be signed by a competent person of the manufacturer. Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.

Annexure 5: Manufacturer's Undertaking

(To be submitted on the Letterhead of the OEM)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd
#303, 3rd Floor, Maurya Tower,
Maurya Lok Complex, Budh Marg,
Patna -800 001

Reference : EOI Notification no _____ dated _____

Dear Sir,

We _____ are established and reputed manufacturers of the following

items:

1. <Name of the Item being supplied>
2. <Name of the Item being supplied >

We do hereby agree that we will not refuse supply of items to BUIDCo.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

Place:

Date:

Manufacturer's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: *The letter of authority should be on the letterhead of the manufacturing firm and should be signed by a competent person of the manufacturer. Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.*

Annexure 6: Declaration that the Bidder has not been blacklisted

(To be submitted on the Letterhead of the responding agency i.e. bidder)

(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd

#303, 3rd Floor, Maurya Tower,

Maurya Lok Complex, Budh Marg,

Patna -800 001

Reference: EOI Notification no _____ dated _____

Subject: Self-Declaration of not been blacklisted in response to the EOI for Empanelment for Supply of Solid Waste Management Equipment (Goods) for ULBs in Bihar

Dear Sir,

We confirm that our company, _____ is not blacklisted in any manner whatsoever by any of the state and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.

Annexure 7: Compliance Letter

(To be submitted on the Letterhead of the responding agency)

(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd

#303, 3rd Floor, Maurya Tower,

Maurya Lok Complex, Budh Marg,

Patna -800 001

Reference: EOI Notification no BUIDCo/Yo-.....

Subject: Compliance in response to the EOI for Empanelment for Supply of Solid Waste Management Equipment (Goods) for ULBs in Bihar

Goods offered

Dear Sir,

We, _____, hereby agree to comply with the following:

No.	Requirements
1.	We have read the provisions of the EOI document and confirm that the Terms & Conditions mentioned in the EOI are acceptable to us. We, further, accept that additional conditions, variations, deviations, assumptions, if any, found in our proposal shall not be given effect to and may even lead to our bid being rejected.
2.	None of the equipment and their components are declared "End-of- Life" by the respective vendors in next three years as on date of submission of Bid ⁱ .
3.	The supplier does not have the right to refuse to supply of items to BUIDCo
4.	The supplier shall provide warranty support to the user department.
5.	The supplier shall ensure availability of the spare parts at reasonable price during the economic life of Goods offered

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note:

1. *The Bidder shall necessarily provide a copy of 'Power of Attorney authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.*

Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.

Annexure 8: EMD-Format for Bank Guarantee

e-Stamp of Rs 100

Bank Guarantee: _____ [number of Bank Guarantee]

Date: _____ -

To

Managing Director

Bihar Urban Infrastructure Development Corporation Limited

Patna-800001, Bihar

Phone: 0612-2210101/02

Email: Tenders @buidco.in

Website: <http://www.buidco.in>

(Where in referred to as Employer)

Bank Guarantee:

Date: _____

Amount: _____

Whereas M/s _____ [**Name of the entity**] , a _____ [**legal description of entity and statute under which it is incorporated**] having its Registered Office at _____ [**address of Registered Office**] (Hereinafter called the Supplier) has submitted its Technical and Financial proposals for _____ [**name of work/assignment/project**] (Herein after called the Proposal) Dated _____, against the Employer's Notice Inviting Tender (NIT)/ Request for Proposal (RFP) having agreed to furnish a Bank Guarantee to the Employer against Bid Security as Stipulated by the Employer in the Request For Proposal(RFP) Amounting to Rs _____ (Rupees _____ Only)

We [**Name of Bank**], [**address of the branch issuing bank guarantee**](Hereinafter called the Bank) having our registered Office at [**address of registered office**] are bound unto Managing Director, Bihar Urban Infrastructure Development Corporation (BUIDCO) (Hereinafter after called the Employer) in the Sum Of Rs

_____ **[amount of bank guarantee]** for which the payment will and truly be made to the said Employer, The Bank binds itself as successors and assigns by these Presents.

The Conditions of this obligation are

1. If the Supplier withdraws or amends, impairs or derogates from the proposal in any respect within the period of validity of this Proposal.
2. If the Supplier having been notified of the acceptance of its proposal by the Employer during the period of its validity
 - a) fails or Refuses to Furnish the Performance Security for the due performance Security for the Due Performance of the Contract, OR
 - b) fails or refuses to accept / Execute the Contract. OR
 - c) if it comes to Notice that the Information/Documents Furnished for its proposal is incorrect, False, Misleading or Forged

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force up to the date (... days after the period of bid validity) and any demand in respect thereof should reach the bank not later than the above date.

This guarantee is non-assignable and non-transferable.

Notwithstanding anything contained herein above:

- (I) Our Liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ Only)
- (II) This Bank Guarantee shall be valid up to _____ [last date of Proposal Validity].
- (III) We are liable to pay the guaranteed Amount or any part thereof under this Bank Guarantee only if you serve upon us as a written Claim or Demand (and which should be received by us), on or before _____ [.. days after proposal validity period] where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

Signature: _____

Signed By: _____

Designation: _____

Annexure 9: Service Centres

The following information for service centres operational for more than 3 years, may be given. For franchisee / OEM centres the vendor shall produce a copy of the valid agreement/undertaking from franchises/OEM. BUIDCo would verify the information furnished here and if found incorrect the bid is liable to be rejected.

No	Location	Details of Centre (Name, Address, Phone nos)	Technicalma npowerstre ngth	Contactpe rsonwithm obileNo.	YearofSet up	Owncentre orFranchise e	WhetherSpar esarestocked(Y/N)
1.							
2.							
3.							

Annexure 10: Format for Checklist for Eligibility Criteria

Sl.	Requirement	If Included (Yes or No)	Refer to Page No.
1	Bid Form		
2	Incorporation status/Certificate of the firm (public limited /private limited /partnership, etc.)		
3	ROC Reference No.		
4	Document proving years of experience in manufacturing/re-sales of proposed equipment		
5	Balance Sheet for last 3 years		
6	CST / VAT certificate allotted by Sales Tax Department		
7	PAN number		
8	Attested copies of Articles of Association (in case of registered firm), partnership deed (in case of partnership firm)		
9	Earnest Money Deposit Certificate		
10	Bid Form		
11	Particulars of the Bidder		
12	Manufacturer's Authorization Form (In case of Vendor)		
13	Service Support Details with Escalation Matrix		
14	Manufacturer's undertaking		
15	Declaration that the bidder has not been blacklisted		
16	Compliance Letter		
17	EMD - Format for Bank Guarantee		
18	Financial Bid Format		
19	Service centres		

Annexure 11: Security deposit for empanelment agreement: Format for Bank Guarantee

e-Stamp of Rs 100

Bank Guarantee: _____ [number of Bank Guarantee]

Date: _____ -

To

Managing Director

Bihar Urban Infrastructure Development Corporation Limited
Patna-800001, Bihar

Phone:0612-2210101/02

Email: Tenders @buidco.in

Website:http://www.buidco.in

(Where in referred to as Employer)

Bank Guarantee:

Date: _____

Amount: _____

Whereas M/s _____ [**Name of the entity**], a _____ [**legal description of entity and statute under which it is incorporated**] having its Registered Office at _____ [**address of Registered Office**](Hereinafter called the Supplier) has submitted its Technical and Financial proposals for _____ [**name of work/assignment/project**] (Herein after called the Proposal) Dated _____, against the Employer's

Notice Inviting Tender (NIT)/ Request for Proposal (RFP) having agreed to furnish a Bank Guarantee to the Employer against Bid Security as Stipulated by the Employer in the Request For Proposal(RFP) Amounting to Rs _____ (Rupees _____ Only)

We [**Name of Bank**], [**address of the branch issuing bank guarantee**](Hereinafter called the Bank) having our registered Office at [**address of registered office**] are bound unto Managing Director, Bihar Urban Infrastructure Development Corporation (BUIDCO) (Hereinafter after called the Employer) in the Sum Of Rs _____ [**amount of bank guarantee**] for which the payment will and truly be made to the said Employer, The Bank binds itself as successors and assigns by these Presents.

The Conditions of this obligation are

1. If the Supplier withdraws or amends, impairs or derogates from the proposal in any respect within the period of validity of this Proposal.
2. If the Supplier having been notified of the acceptance of its proposal by the Employer during the period of its validity
 - a) fails or Refuses to Furnish the Performance Security for the due performance Security for the Due Performance of the Contract, OR
 - b) fails or refuses to accept / Execute the Contract. OR
 - c) if it comes to Notice that the Information/Documents Furnished for its proposal is incorrect, False, Misleading or Forged

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force up to the date (...days after the period of bid validity) and any demand in respect thereof should reach the bank not later than the above date.

This guarantee is non-assignable and non-transferable.

Notwithstanding anything contained herein above:

- I. Our Liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ only)
- II. This Bank Guarantee shall be valid up to _____ [last date of Proposal Validity].
- III. We are liable to pay the guaranteed Amount or any part thereof under this Bank Guarantee only if you serve upon us as a written Claim or Demand (and which should be received by us), on or before _____ [.. days after proposal validity period] where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

Signature: _____

Signed By: _____

Designation: _____
