



# **Guwahati Municipal Corporation**

## **Request for Proposal (RfP)**

**Construction, Operation & Maintenance of Meat Parlour in  
Guwahati Municipal Corporation Area under PPP mode**

**Office of the Commissioner, Guwahati Municipal Corporation,  
Panbazar, Guwahati**

**Date of issue of Bid Document: 28/12/2015**

**Date of Pre Bid Meeting: 11/01/2016 at 14.30 hours**

**Last Date of Submission of Bid Document: Up to 2.00 pm of 21/01/2016**

**Date of opening of Bid Document: 21/01/2016 at 14.30 hours**

## **Disclaimer**

The information contained in this RFP document provided to the Bidder(s), by or on behalf of Guwahati Municipal Corporation (hereinafter referred to as "GMC" or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for GMC, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. GMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

GMC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**GUWAHATI MUNICIPAL CORPORATION  
INVITATIONS FOR PROPOSALS (RFP)  
NATIONAL COMPETITIVE BIDDING**

GVT/F-27/15-16/

Date:- /2015

*Sealed Tenders are invited for the following works as per details furnished below:-*

Sl. No.	Name of work	EMD	Cost of Bid document	Eligibility criteria	Date & Time of Submission of Bids
01	Construction, Operation & Maintenance of Meat Parlour under PPP mode	Rs.50,000.00	Rs1,000.00	Refer prequalification criteria in Bid Document	21/01/2016 up to 2.00 PM

The detailed Bid document can be collected from the Project Management Cell, 1<sup>st</sup> Floor, Nabin Bhawan, Ambari, Lamb Road, Guwahati-781001. A document fee of Rs. 1,000/- shall be paid in the form of demand draft in favour of Commissioner, Guwahati Municipal Corporation. Earnest money deposit will be Rs.50, 000.00 in the form of Demand Draft/banker's cheque. RFP may be dropped in the designated tender box placed at the Chief Engineer Branch at the office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati -781001 on or before 1400 hours on – 21/01/2016 and the opening of tenders will be on 21/01/2016 at 14.30 hours. Other details can be seen in the RFP documents.

**Commissioner,  
Guwahati Municipal Corporation  
Guwahati**

**Memo No:** - GVT/F-27/15-16/

Date:- /2015

Copy to: -

1. The M.S, Guwahati Municipal Corporation, for appraisal to the Honourable Mayor and Members of Mayor-in-Council, GMC.
2. The Chief Engineer-1 & 2, GMC, for information.
3. The Chief Accounts and Audit Officer, GMC, for information.
4. The M/S Exclusive Advertisement, for publication of the above tender notice in one issue each of The Assam Tribune & "Amar Asom" newspaper with a request for submission of the bills to the undersigned for payment.

**Commissioner,  
Guwahati Municipal Corporation  
Guwahati**

## **Instructions to Bidder**

1. GMC intends to adopt a single stage two cover system bidding process for selection of an agency for construction & maintenance of meat parlours at selected locations within Guwahati Municipal Corporation area. The agency will maintain the meat parlour after construction for a period of five years. The agency will carry out the following activities:

- a. Construction of meat parlours as per specification by Guwahati Municipal Corporation
- b. Maintenance of the meat parlour upto the satisfaction of Guwahati Municipal Corporation for a period of 05(Five) years
- c. Handover the created asset to Guwahati Municipal Corporation after 05 years. The detailed scope of work for all the activities indicated above (“the Service Contract”) is provided in **clause 14**.

**1.1** Each Bidder shall submit a maximum of one (1) Proposal for each location of meat parlour, in response to this RFP Document. Any Bidder who submits more than one Proposal for one location of meat parlour will be disqualified. The work will be awarded to the successful bidders based on their technical and financial capability. The Bidder shall need to demonstrate their technical and financial capacity for carrying out the service. Financial bids of only those bidders will be opened who will be found technically eligible. **The bidder will be selected on the basis of highest revenue sharing (H1).**

**1.2** The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

### **2. Clarification of RFP documents**

2.1 A prospective Bidder requiring any clarification of the RFP documents may submit their queries on or before 11/01/2016 to Commissioner, Guwahati Municipal Corporation through e-mail at [guwahaticom@gmail.com](mailto:guwahaticom@gmail.com) or by submitting a hard copy addressed to the Commissioner GMC. GMC will respond to any request for clarification on the Pre-Bid meeting to be held on 11/01/2016

### **3. Pre-Bid meeting:**

3.1 The Bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of the Commissioner, Guwahati Municipal Corporation, Chief Engineer Branch, Panbazar, Guwahati-781001 on 11/01/2016 at 14.30 hours.

3.2 Minutes of the meeting, including the texts of the questions raised (without identifying the source of enquiry) and the responses given will be mailed to the bidders attending the pre-bid meeting and bidders asking for the minutes.

3.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder, but no claims, whatsoever, from the absentee bidders shall be entertained later on.

### **4. Amendment of RFP documents**

4.1 Before the deadline for submission of Bids the GMC may modify the RFP documents by issuing addendum.

4.2 Any addendum thus issued shall be part of the RFP documents and shall be communicated through advertisements in newspapers.

4.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the GMC shall extend as necessary the deadline for submission of Bids.

## **5. Preparation of Bid Documents:**

### **5.1 Documents comprising the Bid:**

5.1.1 The Bids comprises of two parts viz Key Submissions and Financial proposals and shall contain the documents as follows

a. Key Submissions: The Bidder would provide all the information as per Clause 5.2 below. GMC would evaluate only those Proposals that are received in the required format and are complete in all respects.

b. Financial proposals shall be the financial offer made by the Bidder for the Service Contract for each location.

### **5.2 Key Submissions:**

a. Covering letter in the format set out in Annexure I,

b. Details of the Bidder in the format set out in Annexure II,

c. Anti-collusion certificate in the format set out in Annexure III

d. Proof of Eligibility in the format set out in Annexure IV

e. EMD – in the form of DD in favour of Commissioner, Guwahati Municipal Corporation

5.2.1 Financial Offer: Financial Offer for the Service contract as set in out Annexure V separately for each location.

5.2.2 The contract shall be for the whole works as described in Scope of work

5.2.3 All duties, taxes, and other levies payable by the Successful Bidder under the contract, or for any other cause, shall be included in the financial offer submitted by the Bidder.

5.2.4 And any other materials required to be completed and submitted by the Bidders is in accordance with these instructions.

5.2.5 The bidder has to put his initials/signature in each and every page of the submitted bid document.

## **6. Proposal validity:**

6.1 The Proposal shall remain valid for a period not less than 180 days from the RFP Due Date (Proposal Validity Period). GMC reserves the right to reject any Bid, which does not meet this requirement.

6.2 In exceptional circumstances, prior to expiry of the original time limit, GMC 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 earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

## **7. Earnest Money Deposit (EMD)**

7.1 The Bidder shall pay an Earnest Money Deposit (EMD) amount of Rs.50,000.00 for bidding a meat parlour.

7.2 The Bidder shall pay the EMD in the form of Demand Draft to be drawn in favour of **Commissioner, Guwahati Municipal Corporation Payable at Guwahati**. EMD amount will have to be submitted by the Bidder taking into account the following conditions:

a. EMD will be accepted only in the form of demand draft or banker's cheque.

7.3 Any Bid not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 7.2 above shall be reject by the GMC as nonresponsive.

7.4 The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the Bid of the selected Bidder or when the bidding process is cancelled by GMC.

7.5 The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

7.6 The EMD may be forfeited:

a. If the Bidder withdraws the Bid after RFP opening during the period of RFP validity;

b. If the Bidder does not accept the correction of the RFP Price, pursuant to Clause correction of error.

c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to

i) Sign the Agreement; or

ii) Furnish the required Performance Security.

## **8. Submission of Bids**

8.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.

8.2 An authorized representative of the Consultants shall initial all pages of the Technical and Financial Proposals.

8.3 The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE (date) ". GMC shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal nonresponsive.

8.4 The Proposals must be sent to the address/addresses indicated in the RFP and received by the GMC no later than the time and the date indicated in the RFP, or any extension to this date as per clause 6.2. Any proposal received by the GMC after the deadline for submission shall be returned unopened.

## **9. Modification of Bids**

9.1 Once the Bid is submitted the bidders are not allowed to modify any parts of the Bid

## **10. RFP opening and evaluation**

10.1 GMC shall open the of Key submissions of those Bids that are found to be responsive as provided in Clause 13.3 and undertake evaluation of the Technical Proposals to determine the qualified Bidders.

## **11. Process to be confidential**

11.1 Information relating to the examination, clarification, evaluation, and comparison of RFPs 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. Any effort by a Bidder to

influence the GMC's processing of RFPs or award decisions may result in the rejection of his Bid.

## **12. Clarifications**

12.1 GMC would open the Key Submission of the Proposals on \_\_\_\_\_ at 14.30 hours or any earliest convenient working day after the RFP Due Date for the purpose of evaluation, however not later than eight days from the RFP Due Date. The GMC will open the Key Submissions of all the Bidders received in the presence of the Bidders or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process. The Financial Offers of the technically qualified Bidders will be opened after intimation of the date, time and venue of such opening to the qualified bidders.

12.2 GMC reserves the right to reject any Bid which does not contain the information/documents as set out in this RFP document.

12.3 To facilitate evaluation of Bids, GMC may, at its sole discretion, seek clarifications in writing from any Bidder.

12.4 Bidder should visit the mentioned locations with the help of respective Divisional Engineers of GMC for getting exposure of site beforehand.

## **13. Evaluation**

13.1 The criteria for eligibility & qualification of Bidders are set out in Annexure IV.

13.2 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the RFP document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

13.3 The Bid would be considered to be responsive if it meets the following conditions:

- a. It contains all the information and documents as requested in the RFP document.
- b. It contains information in formats specified in this RFP document.
- c. It mentions the validity period as set out in Clause 6
- d. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by GMC without communication with the Bidder). GMC reserves the right to determine whether the information has been provided in reasonable detail.
- e. There are no inconsistencies between the Bid and the supporting documents
- f. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
  - i) which affects in any substantial way, the scope, quality, or performance of the Service contract, or
  - ii) which limits in any substantial way, inconsistent with the RFP Document, GMC's rights or the Bidder's obligations under the Agreement, or
  - iii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals

13.4 The financial bid of the responsive and qualified bidders shall be checked for adequacy of methodology and operations. GMC may seek clarifications in writing

from any bidder regarding its financial bid. GMC shall open the financial offers of only those bidders for evaluation, whose financial bid is found to be adequate in addition to the bidder's technical eligibility.

13.5 The Financial Offers of only the bidders, who meet the requirements of the Technical Proposal set out in Annexure IV would be opened.

13.6 GMC may in its discretion decide the order of Packages for opening of Financial Offer. Based on the technical and financial capability of the bidder the packages will be opened.

13.7 The Bidder making the highest participatory contribution towards the cost of construction of the meat parlour in each location would be declared as the Preferred Bidder if he satisfies clause 1.1 of RFP.

13.8 In case there are two or more Bidders quoting the same Financial Offer, GMC in such case may declare the bidder with the higher technical score as the Preferred Bidder.

13.9 GMC reserves the right to reject any Bid, if:

- a. at any time, a material misrepresentation is made or discovered; or
- b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

### **13.10 Award of project:-**

GMC will give only land to the bidders & specifications. Based on technical information of the bidder, the bidder who will quote the highest offered price will be the preferred bidder. Time period will be for 05(Five) years. However, it is sole discretion of the authority, may terminate at any time during the contract period. **The bidder will be selected on the basis of highest revenue sharing (H1).**

### **13.11 Correction of errors**

13.11.1 Bids determined to be substantially responsive will be checked by the GMC for any arithmetic errors, if there is a discrepancy between the rates in figures and in words; the lower of the two will govern.

13.11.2 In the event of acceptance of the Preferred Bidder, GMC shall declare the Preferred Bidder as the Successful Bidder. GMC will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.

13.11.3 The Successful Bidder shall start the construction work within 15 days of the receipt of the letter of acceptance, failing which, the award will be cancelled and the EMD will be forfeited.

13.11.4 The Successful Bidder shall execute the Agreement immediately after producing the above requirement.

*13.11.5 The Successful Bidder shall also furnish Performance Security by way of an irrevocable Bank Guarantee, issued by a nationalized bank or a scheduled bank located in India in favour of The Commissioner, Guwahati Municipal Corporation as required under the Agreement for an amount of 2% of the G.M.C. contribution and valid for the entire contract period of 18 months and 3 month thereafter.*

13.11.6 Notwithstanding anything contained in this RFP document, GMC reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.



## **14. Scope of Work**

### **14.1. Location**

Guwahati Municipal Corporation has proposed the following location for construction of the meat parlours -

- i. Sixmile, below flyover towards Panjabari
- ii. Dispur Super market, near Division V of GMC
- iii. Chandmari, below flyover in front of GMC market
- iv. Panbazar, near PHED
- v. Bharalumukh, near GMC div I

### **14.2. Construction**

The construction of the meat parlour will be as per the Specifications provided by Guwahati Municipal Corporation. **All the meat parlours will be retail outlet only for chicken & mutton.** Procurement of meat will be from hygienic meat from GMC authorised slaughter house. GMC will provide land only.

### **Minimum Technical Specifications for the Construction of Meat parlours**

#### **(a) Civil Construction Part:-**

- (1) Size of the meat parlour will be 200 sqft. (18.58 sqm.)
- (2) As per Specification of "Assam Type Building Specification "A" (Functional/Residential)" Item No 38.1 of Assam PWD Schedule of Rates for Buildings (Civil Works) 2013-14.
- (3) Flooring with Vitreous Floor tiles of Normal Range.
- (4) Split Air Conditioner of 1.5 ton capacity.
- (5) Storage Part :- 250-300kg capacity

### **14.3. Standards of Maintenance of Public Meat parlours**

a) The agency shall engage one person for every unit of Public Meat parlour for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:

- Daily washing with water.
- Daily phenyl washing.
- Sweeping up to 5 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
- 0.5 liters of acid per unit.
- Removal of solid waste.
- Custodian duty (protecting the structure against damage and misuse)

b) The agency shall have to furnish weekly report on the prescribed performance to the Health Officer, GMC through the area Sanitary Inspector/ Supervisor.

c) The agency or his representative shall personally visit the Public meat parlours regularly twice a day to keep watch over the performance of the workers employed by him.

d) The agency shall carry out the work by engaging men and equipments and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the meat parlours for Cleaning.

e) The agency should arrange for sufficient water supply at the structure for cleaning and washing.

f) The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.

- Cleaning Brooms
- Sweeping brooms
- Coir brush
- Scraping Sheet
- Bamboo Basket
- Plastic containers
- Bamboo Reapers
- Plastic Buckets
- Plastic Mug
- Sponge piece
- Washing Soap
- Identity Card
- Apron
- Dis-infectant
- Any other commodity required for the proper functioning and maintenance of the complex

g) The officials authorized by the Commissioner of GMC will supervise the work from time to time and point out any unsatisfactory service rendered by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the work.

h) In the event of incomplete and unsatisfactory service, negligence or slackness is found by the agency in carrying out the work, GMC shall call for the explanation and terminate the contract, if there is no improvement even after (repeated) instructions.

i) The selected agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against GMC by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.

j) The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. GMC will not be liable for any such event whatsoever.

k) That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.\_

l) The agency should make available Suggestion Box and Complaint Register within the premises of the Public Meat parlours for users.

m) The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of GMC, GMC is entitled to rescind and cancel the contract altogether.

n) GMC has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.

o) GMC also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.

#### **14.4. Penalties for Lapses / Shortfalls**

The penalty amounts will be levied to the agency if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactorily and also for not following the conditions laid down as follows:

Sl no	Performance indicator	Penalty per item/all
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		items/per day (Amount to be decided by the GMC)
01	Sweeping of the entire complex not done and sprinkling of disinfectants not done ( <b>once daily</b> ) <b>and</b> Cleaning and washing of the entire complex not attended ( <b>once daily</b> )	Rs. 500.00/day
02	On genuine complaint from the user(s)	Rs. 1000.00 / complaint
03	On report from the inspection team/ visiting Officer	Rs. 1000.00

\*\* The Penalty rate may be revised by the G.M.C. from time to time without any prior notice\*\*

#### **14.5. Conditions**

- a) The agency shall carry out all the required work for construction of public meat parlour.
- b) The agency shall construct the public meat parlours within the timeframe of 6 months.
- c) The agency shall collect the charges for any facilities as per the decision of the GMC.
- d) All operation and maintenance charge including washing cleaning, electricity charge, water charge will be borne by the Agency.
- e) The concession period for the project will be 5 years.
- g) The agency will be allowed to collect the user charge from the user and also the advertising revenue from the advertising space. However, the agency will have to bear all the necessary advertisement taxes as prescribed by the Guwahati Municipal Corporation.
- h) The detailed design of the meat parlour complex and the cost estimate will be as approved by Guwahati Municipal Corporation
- i) The agency shall construct the meat parlour complex as per the approved detailed architectural design prepared by Guwahati Municipal Corporation.
- j) Any modification in the design of the meat parlours during the construction, must be done after intimation to the GMC, and only after approval from the Chief Engineer, Guwahati Municipal Corporation
- k) The Guwahati Municipal Corporation shall provide land to the agency suitable to the requirement of meat parlour block in terms of size, location and workability etc. The title of the land will continue to vest with GMC.
- l) The agency shall collect the user charges from the users of Public meat parlours which is to be approved by the Guwahati Municipal Corporation. Any revision in charges shall be determined by the Guwahati Municipal Corporation in its sole discretion
- m) The agency shall operate and maintain the complexes to the entire satisfaction of Guwahati Municipal Corporation and clean regularly meat parlours, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes.
- n) The selected agency/ organization shall maintain the facility as per a maintenance schedule agreed between the two. The Guwahati Municipal Corporation may engage third party evaluators to check the quality of maintenance and in case the maintenance is found to be deficient the Guwahati Municipal Corporation may fine the agency/ organization.

o) The charges towards electricity, water, sewage and other such amenities as required by the agency shall be included in the maintenance cost and will be borne by the agency.

p) The agency shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the Guwahati Municipal Corporation in this regard shall be conclusive and binding on the agency.

q) The agency shall ensure that construction of the public Meat parlours is completed within a period of 6 months from the date of handing over physical possession of each site. In case failure on the part of the agency to complete the work within the stipulated period is adjudged by the Guwahati Municipal Corporation to be attributable to causes within the control of the agency, then the agency shall pay to the Guwahati Municipal Corporation compensation (as assessed by Guwahati Municipal Corporation) subject to a maximum of 60 Days. The Guwahati Municipal Corporation may cancel the order if the work is not completed on or before 6 months from the date of Handing over the site. The decision of the Guwahati Municipal Corporation in this regard shall be final and binding upon the agency. Action under this clause of this agreement shall be without prejudice to any other right or remedy available under law to the Guwahati Municipal Corporation.

r) In case of loss due to theft or damage to the assets created in the public Meat parlours during the operation period (Concession period) , the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.

s) **Arbitration** : The procedure for arbitration will be as follows:

a) In case of Dispute or differences arising between the GMC and agency resulting to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the GMC and agency and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the GMC and agency.

b) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.

c) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.

d) Performance under the contract shall continue during the arbitration proceedings and payments due to the agency by the GMC shall not be withheld, unless they are subject matter of the arbitration proceedings.

e) The venue of arbitration proceeding shall be at Guwahati (Assam) only.

- t) The Guwahati Municipal Corporation shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The Guwahati Municipal Corporation shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public Meat parlours in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency.
- u) The site and the work assigned to the agency by the Guwahati Municipal Corporation shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
- aa) The premises of public Meat parlours complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.
- bb) The agency or its employees or agents shall behave and deal with courtesy with the users of these public Meat parlours.
- cc) The agency shall execute the agreement within 7 days on the receipt of issuance of letter of award.
- dd) The agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of construction / running/maintenance of the meat parlour block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the department.
- ee) On the completion of the contract period, the agency shall hand over the vacant possession of the public Meat parlours so constructed along with fixtures and fittings, inventory, structures in good working condition to the Guwahati Municipal Corporation within 24 hours and will not put any resistance failing which the premises shall be evicted and the Guwahati Municipal Corporation shall assume the occupation without any notice whereupon the agency will have no claim.
- ff) Any of the conditions mentioned above can be altered, modified, changed or removed by the appropriate authority as per the necessity without assigning any reason and the new conditions shall be binding on the part of the agency.

## **TECHNICAL PROPOSAL (STANDARD FORMAT)**

**COVER LETTER  
(On the Letterhead of the Bidder)**

Place:

Date:

**FROM:**

[Name & Designation of Contact Person  
(Service Provider Side)  
with Complete Address of Communication]

**TO:**

[Name & Designation of Contact Person  
(Client Side)  
with Complete Address of Communication]

**Subject: Construction & Maintenance of Meat parlour.**

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated ..... We are hereby submitting our application which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. Our proposal is valid for acceptance for 6 months and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the merit of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any. We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements. This proposal is valid for acceptance for 6 months and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; and placed by the (*agency/ organization's name*). The Proposal (Technical & Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract. We understand the obligations in paragraph 1 of the "Instruction to Bidders" and confirm we have no declarations to make. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. Certain information included in this proposal would if disclosed prejudice our commercial interests. I confirm that I have the authority of (**Agency/ Organization**) to submit proposal and to clarify any details on its behalf. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

**(Signature)**

**Name & Designation of Authorized Signatory**

Name of the Agency/ Organization:

Address:

## Annexure II

### Details of Bidder (On the Letter Head of the Bidder)

SI no	Item	Response
01	Name of Bidder	
02	Registered Office Address with Fax, Telephone No., e-mail id of Organization	
03	Type of the Agency	Society/NGO/Company/Firm/Trust etc
04	Date of registration and registration no	
05	Name of the contact person	
06	Contact Person's Address with Fax, Telephone No., e-mail id of Contact Person	
07	Contact person Mobile No	
08	Brief description of the Bidder's main lines of business (Attach annual Report if available)	
09	Experience in the field of construction, O & M of public amenities / facilities (Give details) Please attach Work Orders, Work Completion Certificates/ Reports	
10	Financial Capability (Net worth) <i>Pease attach Audited Balance Sheet of last 3 FYs</i>	
11	Strategy to mobilize resources to accomplish the job on time <i>Pease attach a brief strategy Document</i>	
12	Plan for Operation & Maintenance of the Complex <i>Pease attach a detailed O &amp; M Plan</i>	

#### **Certificate:**

We confirm that we have read the relevant docket and understood the Scheme for Construction and maintenance of Meat parlour, particularly our scope of work, and other terms and conditions. We convey our acceptance of the terms and conditions. The undersigned confirms that he/she has the necessary authority to submit this RFP on behalf of the applicant.

Date:

**(Signature of authorized person)**

Place: (Full Name and Seal)



**Format for Anti-Collusion Certificate**

**Anti-Collusion Certificate2**

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". We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of ....., 2014.

.....  
(Name of the Bidder)

.....  
(Signature of the Authorised Person)

.....  
(Name of the Authorised Person with Seal)

**Annexure IV****Proof of Eligibility**

Sl no	Eligibility Criteria	Supporting Document	Marks Alloted
01	The Agency should be registered as an entity	Submit copy of the registration certificate	10
02	The Agency should have net worth of Rs.3,00,000/- per year during last three Financial years	Submit audited Financial statement/CA certification for the last three year	30
03	The Agency should be operational for last three years	Submit copy of the registration certificate along with profile of work done of similar nature for the last five years	20
04	The Agency should have previous experience in management(construction & Maintenance of meat parlour)	Submit copy of the contract/work order with any municipality or any service provider in support of experience in managing public utility services.	20
05	The Agency should have adequate man power for carrying out the activity	Submit list of manpower available in organisation to show ability to carry out similar nature of assignment	20

\*\*\* The Agency must get 70% marks to qualify\*\*

.....  
(Signature of the Authorised Person)

.....  
(Name of the Authorised Person with Seal)

**Annexure V**

**Financial Offer (In agency letterhead)  
Location:**

**Date:**

To:  
The Commissioner  
Guwahati Municipal Corporation  
Panbazar, Guwahati

Sub: Construction & Maintenance of Meat parlours.  
Ref: Your Notification No. \_\_\_\_\_ dated \_\_\_\_\_

Sir/Madam,

Having gone through this RFP document and having fully understood the Scope of Work for the Service contract as set out by GMC in the RFP, we are pleased to inform that we would offer our financial offer for (Location) -----

<b>SI No</b>	<b>Item</b>	<b>Offered price</b>
01	Revenue sharing to GMC per year	<b>Rs.....per year (Rupees.....per year)</b>

We have reviewed all the terms and conditions of the Request for Proposal including the Form of Agreement and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are, and shall be, no deviations from the stated terms in the RFP document.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder

(Name, Designation and Address of the Authorised Signatory)