



# **MORBI MUNICIPAL CORPORATION**

**Tender for Design, Engineering,  
Procurement, Construction, Operation &  
Maintenance of Refuse Transfer Station  
(RTS) in East Zone of Morbi Municipal  
Corporation**

## **Volume I: Instructions to Bidder (ITB)**

**2026**

### **Morbi Municipal Corporation (MRMC)**

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## **Notice Inviting Tender (NIT)**

**Tender No.:** \_\_\_\_\_

Municipal Commissioner, MRMC invites Bids from interested Parties having requisite experience as required under the **Tender for Design, Engineering, Procurement, Construction, Operation & Maintenance of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation**. The Tender documents and the detailed information regarding Project and Bidding Process would be available on e-tendering portal - <https://tender.nprocure.com/>, from      /      /2026 till      /      /2026 upto 18:00 hours. Interested Bidder shall submit the Bids online on e-tendering portal latest by      /      /2026 upto 18:00 hours. The physical copy of the bid shall be submitted up to      /      /2026 18:00 hours at the above mentioned address. The Technical Bids will be opened on      /      /2026 12:00 hours.

For any assistance on the use of e-tendering system, the users may call the help desk numbers provided in the portal.

Based on qualification and techno-financial criteria, and other terms and conditions mentioned in the detailed Tender document, Successful Bidder shall be appointed.

<b>Name of Work</b>	<b>Tender Fee (INR)</b>	<b>Earnest Money Deposit (EMD) (INR)</b>	<b>Estimated Project Cost (INR)</b>
<b>Tender for Design, Engineering, Procurement, Construction, Operation &amp; Maintenance of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation</b>	Rs. 23,500.00	<b>Rs. 20,40,000</b>	Capital Cost: <b>Rs. 1160.12 Lakh</b> O&M Cost (5 years): <b>Rs. 880.35 Lakh</b> <b>Total Estimated Cost:</b> <b>Rs. 2040.47 Lakh</b>

*(Tender Fee should be in form of DD of any Nationalize/Schedule Bank in favor of Deputy Municipal Corporation, Morbi Municipal Corporation and should be payable at Morbi)*

Municipal Commissioner, MRMC reserves rights to reject any or all Bids without assigning any reasons thereof and the decision shall be final and legally binding on all the Bidders.

**-sd-  
Deputy Municipal Commissioner  
Morbi Municipal Corporation**

## **Structure of the Bidding Documents**

<b>Sr.no.</b>	<b>Volume</b>	<b>Details</b>
<b>1</b>	<b>Volume – I</b>	<b>Instruction to Bidders (ITB)</b>
2	Volume – II	Conditions of Contract
3	Volume – III	Employer's Requirements, Scope of Work, & Technical Specifications
4	Volume – IV	Price Bid
5	Volume – V	Drawings

## **Disclaimer**

The information contained in this TENDER or any other information or document provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of the Morbi Municipal Corporation (the **Authority**) and its employees or advisors is provided to the Bidders on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and further it is neither an offer nor an invitation by the Authority to the Bidders or any other Person. The purpose of this TENDER is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

This TENDER includes statements which reflect various assumptions and assessments arrived at by the Authority and their advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in this TENDER may not be appropriate for all Persons and it is not possible for the Authority and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads this TENDER. The assumptions, assessments, statements and information contained in this TENDER may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER.

The information provided in this TENDER is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law.

The Authority and their employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in this TENDER, including the accuracy, adequacy, correctness, completeness or reliability of this TENDER and any assessment, assumption, statement or information contained in this TENDER or deemed to form part of this TENDER.

It will be deemed that by submitting the Bid, a Bidder agrees and releases the Authority and their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under this TENDER and/or in connection with the Bid Process, to the fullest extent permitted by applicable law.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this TENDER. The issue of this TENDER does not imply that the Authority is bound to qualify any Bidder or to award the Project to any Bidder. The Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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## **Glossary**

- **Applicable Law** shall mean the laws and any other instruments having the force of law in India from time to time.
- **Authority** or **Employer** shall mean Morbi Municipal Corporation (MRMC), Morbi including its authorized representative.
- **Bid** or **Detailed Bid** or **Proposal** shall mean the complete set of documents submitted by a Bidder in response to this Invitation for Bids, including the Technical Bid, Financial Bid, and any clarifications, if any.
- **Bidder** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word “**Tenderer**” is synonymous with “**Bidder**”.
- **Bidding Documents** shall mean the complete set of documents issued by the Authority for the purpose of inviting Bids, including all volumes, sections, appendices, annexures, addenda, and corrigenda.
- **Bid Security** shall mean the Security furnished by the Bidder, as part of the Detailed Bid submission.
- **Bid Due Date** or **BDD** shall mean the last date for online submission of Bid.
- **Bid Validity** shall mean the period for which the Bids shall remain valid.
- **Contract** shall mean the agreement entered into between the Authority and the Successful Bidder, including the Contract Agreement, Letter of Acceptance, Conditions of Contract, Technical Specifications, Drawings, Schedules, and all documents incorporated by reference.
- **Contract Price** shall mean the total price payable to the Contractor for the complete performance of the Contract, including EPC works and O&M obligations, as accepted by the Authority.
- **Contractor** shall mean the Bidder whose Bid has been accepted by the Authority and to whom the Letter of Acceptance has been issued.
- **Day** shall mean a calendar day unless otherwise specified.
- **Defect Liability Period (DLP)** shall mean the period specified in the Tender document during which the Contractor is responsible for rectifying defects in the Works.
- **Designated Officer** shall mean Official/s appointed by Municipal Commissioner of Morbi Municipal Corporation (MRMC), Morbi.
- **Earnest Money Deposit** or **EMD** mean same as Bid Security.
- **Financial Bid** shall mean the part of the Bid containing the price proposal for EPC works and O&M, submitted in the prescribed format.
- **Month** shall mean generally a period of 30 days.
- **Firm** shall mean a single legal entity, which is a registered body, Government agency or statutory body.
- **Letter of Intent (LOI)** or “**Letter of Award (LOA)**” shall mean the letter to be issued by Authority to the successful bidder indicating the acceptance of his offer in accordance with the conditions of the Tender document.

- **NIT** means Notice Inviting Tender. The word “**Notice Inviting Tenders**” is synonymous with “**Notice Inviting Bids**”.
- **O&M** shall mean Operation and Maintenance of the Refuse Transfer Station for the period specified in the Contract.
- **Performance Security** shall mean the bank guarantee or security furnished by the Contractor in accordance with the Contract to ensure due performance of its obligations under this Contract.
- **Project** shall mean the design, engineering, procurement, construction, installation, testing, commissioning, operation and maintenance of the Refuse Transfer Station as described in the bidding documents.
- **Refuse Transfer Station (RTS)** shall mean the facility established for transfer temporary storage of MSW from small vehicles into larger transportation vehicles for onward movement to the designated site as directed by authority, in accordance with SWM Rules 2016
- **Scope of Work** shall mean the works and services to be performed by the Contractor as defined in the bidding documents and the Contract.
- **Contractor** or **Agency** shall mean the entity which is the successful / preferred bidder and has been selected by the Authority for the work as per the terms and conditions of this Tender.
- **Project Site** shall mean the land and other places provided or made available by the Authority for execution of the Works.
- **Successful Bidder** shall mean the Bidder whose Bid has been accepted by the Employer and to whom the Letter of Acceptance has been issued.
- **Taxes and Duties** shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in Indian connection with the discharge of responsibilities as per the scope of work envisaged.
- **Technical Bid** shall mean the part of the Bid containing eligibility, qualification, and technical details, submitted in the prescribed format.
- **Works** shall mean all activities required to be carried out by the Contractor under the Contract, including EPC works and O&M services, as described in the Scope of Work.

### **Interpretations**

- a) Words importing the singular shall include the plural and vice versa.
- b) Words importing the masculine gender shall include the feminine and neuter genders.
- c) Headings and sub-headings are included for convenience only and shall not affect the interpretation of the provisions.
- d) Any reference to a clause, section, or volume shall be deemed to include a reference to its sub-clauses, sub-sections, or annexures.
- e) In the event of any inconsistency between the provisions of different documents forming part of the Contract, the order of precedence shall be as specified in the Conditions of Contract.
- f) The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above



## **A. General**

### **1. Preliminary Details**

- 1.1 Morbi Municipal Corporation (MRMC) is the Urban Local Body for the city of Morbi in the state of Gujarat, established under the Gujarat Provincial Municipal Corporation Act, 1949. (hereinafter referred to as the “**Authority**” or “**Employer**”),
- 1.2 The Authority, recognizing the challenges of solid waste management in Morbi, is keen to undertake the development of Refuse Transfer Station (RTS) in the city.
- 1.3 The project is proposed to be implemented under **EPC mode including Operation & Maintenance**, wherein the Authority shall bear the capital and O&M costs, while the contractor shall be responsible for detailed design, engineering, construction, and operation & maintenance of the RTS.
- 1.4 Brief description of work:
  - The scope of work covers the Design, Engineering, Procurement, Construction, Testing, Commissioning, and Comprehensive Operation and Maintenance of a Refuse Transfer Station in East zone of Morbi, on a EPC basis, followed by Operation and Maintenance (O&M) for a period of five (5) years.
  - The site for the development of RTS is located at Mahendranagar, Morbi. Its details are provided in Volume – III of the TENDER.
  - The Contractor shall be solely responsible for delivering a fully functional, environmentally compliant, and operational RTS, capable of receiving and handling municipal solid waste in accordance with the requirements of this Tender and Applicable Laws.
  - Construction period shall be 12 months and O&M period shall be for 5 years
  - Cost of construction and O&M shall be borne by the authority.
  - The Contractor shall be solely responsible for obtaining all statutory approvals, consents, permissions, and clearances, as applicable, for the design, construction, commissioning, operation, and maintenance of the Refuse Transfer Station in accordance with Applicable Laws.
  - Execution of work shall be done in compliance with applicable laws and as per the directions of the authority

**Note:** The above-mentioned description of work is for basic information. Please refer to Volume-III (Employer’s Requirements & SoW) of the Tender document for detailed information on project requirement, scope of the work and technical specifications.

### 1.5 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule;

Sr. No.	Event Description	Schedule
1.	Tender document available Online	From ___/___/2026 upto ___/___/2026 18:00 hours
2.	Last date for receiving queries	On ___/___/2026 up to 12:00 hours To be communicated with Authority on details as provided in clause 1.5 (4)
3.	Pre-bid Meeting	On ___/___/2026 15:00 hours OR Any other date as communicated via e-tendering portal
4.	Pre-bid Meeting Venue	<b>Concern Officer:</b> Deputy Municipal Commissioner, MRMC Venue: <b>Morbi Municipal Corporation (MRMC),</b> Gandhi Chowk, Morbi 363641, Ph. No.: (028) 22220551 E-mail: swm-mmc-mor@gujarat.gov.in commi-mmc-mor@gujarat.gov.in
5.	E-Submission of Bid & Bid Due Date (BDD)	From ___/___/2026 up to ___/___/2026 18:00 hours, in accordance with the provisions as specified in the Tender Documents.
6.	Physical submission of bids	From ___/___/2026 up to ___/___/2026 18:00 hours, in accordance with the provisions as specified in the Tender Documents
7.	Physical Submission Address	As mentioned above in sr. no. 4 above.
8.	Opening of Technical Bids	___/___/2026 12:00 hours; if possible or Authority will intimate Bidders about next possible Date and Time for opening of technical proposals.
9.	Technical Presentation	Authority will intimate only pre-qualified Bidders about Date and Time for Technical Presentation.
10.	Opening of Financial Bids	Authority will intimate only Technically qualified Bidders about next possible Date and Time for opening of Financial proposals.
11.	Validity of Bids	120 days of Bid Due Date
12.	Signing of Contract Agreement	Within 30 days of award of LoA

1.6 In all matters related to this Tender, the execution of the Project / Work, extension of the

Contract, interpretation of the clauses, payment & penalties, termination, disputes / disagreements, exemptions, contract amendments, bid evaluation, etc., the Municipal Commissioner, Morbi Municipal Corporation shall be the Authorized person to take decisions, and such decisions shall be final and binding to all parties.

## 2. Bidding Process

- 2.1 The Authority has adopted a Single-stage two envelope Bidding Process (via online e-tendering portal) (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the proposed work. Pre-qualification criteria and technical qualification of a Bidder shall be evaluated based on details and documents submitted as part of the Technical Bid with respect to conditions of the Tender. The Financial Bid shall be opened online of only those Bidders whose Technical Bid is responsive to the Pre-qualification criteria and Technical qualification criteria.

## 3. Source of Funds

- 3.1 The work that the Successful Bidder is expected to carry out under the Contract shall be on EPC basis, wherein the total project cost shall be compensated by the Authority through its own Municipal Funds and/or Government grants.

## 4. Eligibility and Qualification Conditions

Information and details related to Eligibility is defined as mentioned below; and these requirements are mandatory for Qualification purpose and necessary supporting documents for each of the criteria is to be submitted compulsorily along with the Technical Bid; and non-submission of supporting documents for any of the following criteria shall result in disqualification of the Bid of such Bidder, without any further clarification.

### 4.1 Eligibility Criteria

The Bidders will be shortlisted against the pre-eligibility criteria. Those bidders who fulfil pre-qualification criteria, shall be considered for technical evaluation

Sr.no.	Pre-qualification Condition	Documents to be submitted
1	Tender Fee	Original copy of Tender Fee as mentioned in NIT.
2	Earnest Money Deposit (EMD)	Original copy of EMD as mentioned in Clause no. 21 of Volume-I of the TENDER document.
3	The Bidder shall be a public/private company, registered / incorporated under ‘Companies Act, 2013’ or other applicable Laws of India OR The Bidder shall be a proprietorship firm OR The Bidder shall be a partnership firm.	Valid certificate of incorporation to be submitted OR valid shop establishment certificate to be submitted OR partnership deed / partnership registration certificate issued by Registrar of Firms, as applicable
4	The Bidder must have valid <b>PAN and GST</b> registrations	Copy of the valid PAN card and GST registrations to be submitted along with Technical Bid
5	The Bidder or any member thereof should not have been blacklisted / barred / banned as on Bid Due Date or should not have any contract terminated by any Central or State Government	Non-Blacklisting Declaration as per the format provided in

	or departments under thereof / Government Board or Corporation or Company / ULB / PSU in the last 5 years	Annexure 9 of volume-I of the Tender document.
6	The Bidder shall possess a valid contractor registration of Class “AA” or higher with the Government of Gujarat (Roads & Buildings Department / Gujarat Water Supply and Sewerage Board). In case of registration with other authorities, the Bidder shall possess an equivalent registration with the Central Public Works Department (CPWD), Indian Railways, or any other State Government Department, Board, Corporation, Government Undertaking, or Public Sector Undertaking, having an eligible monetary limit enabling participation in works of estimated cost of more than Rs. 7.00 Crore.	A copy of the valid registration certificate shall be submitted as part of the Technical Bid

**Note:** Non-submission of any document mentioned in this clause may lead to disqualification of the Bidder.

## 4.2 Qualification Criteria

A detailed Evaluation of proposals shall be further carried out for the bidders who are qualified in the pre-qualification criteria based on the following conditions;

### 1. Financial Qualification Criteria

Sr. No.	Financial Qualification	Documents to be submitted
1.	The bidder must have achieved minimum annual turnover of <b>Rs. 11.60 Crore</b> (defined as billing work in progress and completed in all classes of civil engineering construction works only) in any one year over the last seven financial years ending 31 <sup>st</sup> March 2025	1. Annexure 4 (Financial Capacity of the Bidder) of Vol 1 of this TENDER 2. Audited financial statements and 3. CA certificate certifying overall annual turnover and Net worth of the company for last 3 FY
2.	<b>Last three financial years'</b> (ending 31 <sup>st</sup> March 2025) <b>Net Worth</b> of the Bidder firm should be positive.	1. Annexure 4 (Financial Capacity of the Bidder) of Vol 1 of this TENDER 2. Audited financial statements and 3. <b>CA certificate</b> certifying overall annual turnover and Net worth of the company for last 3 FY
3.	<b>Working Capital requirement</b>  The Bidder shall have to submit an undertaking that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities of more than <b>Rs. 2.90</b>	1. Bank Certificate as per the format given in <b>Annexure 8</b> of Vol 1 of this TENDER 2. Audited financial statements

Sr. No.	Financial Qualification	Documents to be submitted
	<b>Crore</b> , from any Nationalised or Scheduled Bank as per list of Government of Gujarat Rules.	

## 2. Technical Qualification Criteria

S. No.	Technical Qualification	Documents Required
1.	<p>Experience in successfully completing or substantially completing at least <b>one contract of similar nature of work of at least 40% of the value of estimated cost of the project (i.e. Rs. 8.16 Crore)</b> with either Government or Semi Government departments or Urban Local body or Public Sector Undertakings in India within the last seven years (i.e. from April 2019 up to bid due date).</p> <p><b>Note:</b></p> <p>a. <b>Similar nature of works</b> shall include work related to construction of Refuse Transfer Station (RTS)</p> <p>b. <b>Substantially completed works</b> means those works which are at least 90% completed as on the date of submission (i.e. gross value of work done up to the bid due date is 90% or more of the original contract price and continuing satisfactorily)</p> <p>c. The works may have been executed by the applicant as prime contractor or as a member or a joint venture. In case a project has been executed by a joint venture, weight towards experience of the project would be given to each joint venture in proportion of their financial participation in the joint venture.</p> <p>d. Experience as sub-contractor shall not be considered</p>	<ol style="list-style-type: none"> <li>Details of eligible project to be provided in <b>Annexure 3</b> of volume-I of the Tender document,</li> <li><b>Contract agreement or work order</b> of eligible projects</li> <li><b>Work completion certificate/ ongoing certificate</b> issued by competent Authority for the eligible projects</li> </ol> <p>The supporting documents (certificate from the employer) must clearly contain the information such as name of the work, contract value, billing amount, date of commencement of work, satisfactory performance of the contractor &amp; other relevant information for demonstrating the eligibility of the project.</p>

### Note:

- The work / experience / project will not be considered for evaluation if the bidder fails to submit the certificate having the required information as described in Annexure 3 of this document

2. Work order copies and work completion certificate should be duly signed by designated officers (not below the rank of Executive Engineer / Health Officer / Dy. Commissioner of ULB) of the concerned department.
3. Non-submission of any document mentioned in this clause may lead to disqualification of the Bidder.
4. Turnover of the previous years and Cost of completed / executed similar nature of work shall be given additional weightage of ten percent per year to bring them to current price level to account for price escalation as illustrated below:

#### 5. Enhancement Factor

Financial Year	Turnover / Cost of Executed work	Effective cost of executed work at previous completed financial year's price level
2025-26	A	A x 1.00
2024-25	B	B x 1.10
2023-24	C	C x 1.21
2022-23	D	D x 1.33
2021-22	E	E x 1.46
2020-21	F	F x 1.61
2019-20	G	G x 1.77
2018-19	H	H x 1.95

6. The Bidders should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.
7. In case of any misinterpretation or discrepancy or disagreement in the Interpretation of any criteria or condition or clause mentioned herein, the Interpretation of the Authority shall govern.
8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualification if they have:
  - Made misleading or false representation in the forms, statements and Attachments the submitted in proof the qualification requirements; and / or
  - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history, or financial failures etc.; and/ or
  - Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

## 5. Method of Selection

- 5.1 The Authority has proposed and resolved **Least Cost Selection (LCS)** method for selection of successful bidder.
- 5.2 **Stage 1a: Eligibility Stage**
  - Eligibility assessment shall be conducted as per clause 4.1 of volume-I of the Tender document. Only those bidders who fulfils the Eligibility criteria will be considered for Technical Evaluation in Stage 1b.

**5.3 Stage 1b: Technical Evaluation Stage**

- Eligible Bidders will be evaluated based on the criteria mentioned in the clause **4.2** (Qualification Criteria) of volume-I of the Tender document. Bidders who fulfill the technical and financial qualification conditions shall be considered as Technically Qualified Bidders.

**5.4 Stage 2: Financial Evaluation and Selection of Preferred bidder**

- Technically Qualified Bidders will be further evaluated based on financial offer submitted by the Bidder. The bidder who has submitted the lowest amount (**Lowest Offer**) will be considered as the Preferred Bidder or L1. It is subject to the condition that, if the financial offer submitted is seriously unbalanced in relation to the market rate or the Authority's estimate, it shall be at the discretion of Morbi Municipal Corporation to reject or accept the bid.

5.5 Authority may hold further negotiations with the Preferred Bidder before the issuing of Letter of Acceptance.

5.6 Deleted.

5.7 In the event that two or more Bidders quote the same Lowest Evaluated Bid Price (L1) after financial evaluation, the Bidder quoting the lower Capital cost shall be ranked higher and considered for award of Contract. If the tie persists after comparison of capital costs, preference shall be given to the Bidder having higher average annual turnover in the last three financial years ending 31<sup>st</sup> March 2025. If the tie remains unresolved after application of the above criteria, the Employer may resolve the tie through a draw of lots, conducted in a transparent manner in the presence of the tied Bidders or their authorized representatives, with due approval of the competent authority of the ULB. The decision of the Authority in resolving a tie shall be final and binding on all Bidders, and no representation or claim shall be entertained in this regard.

5.8 The Successful Bidder will be selected and awarded the Contract for the proposed work as per process defined and stipulated in this Tender Document.

## **6. Test of Responsiveness**

6.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the Tender. A Bid shall be considered responsive if;

- (a) The bid documents submitted are duly signed on all the pages by the Authorized signatory and with the stamp of Bidder's firm;
- (b) it is received as per formats prescribed in the Annexures provided in Volume-I of this Tender Document;
- (c) original copy of the Tender Fees and EMD / Proof of payment is submitted as per relevant conditions of Tender;
- (d) bank solvency certificate is submitted relevant conditions of Tender;
- (e) it is received on or before the Bid Due Date including any extension thereof pursuant to Clause 1.5 (Schedule of Bidding Process) of volume-I of the Tender document.
- (f) it is accompanied by the Power of Attorney for Authorised signatory to sign the Bid, and other relevant documents as per the format provided in Annexures of volume-I of the Tender document.



- (g) it contains all the information and documents (complete in all respects) as requested in this Tender and mandatory documents as listed below;
- All Annexures provided in volume-I of the Tender document;
  - copy of valid incorporation certificate or Partnership deed or Shop license, as applicable;
  - copy of Pan card, GST registration;
  - copy of audited reports or financial statements (Balance sheet, and Profit and Loss statement) certified by CA, or CA certificate;
  - Submission of Anti-collusion, Undertaking and Affidavit as per prescribed formats provided in Annexures of volume-I of the Tender document.
- (h) it contains information in formats same as those specified relevant conditions of this Tender;
- (i) it does not contain any condition; and
- (j) it is not non-responsive in terms hereof.

In case, if any one or more condition(s) mentioned above are not fulfilled, the Bid shall be considered non-responsive.

- 6.2 Bidders shall also submit details of their proposed work, methods and schedule, in sufficient detail so as to demonstrate the adequacy of the Bidder's claims to meet the requirements.
- 6.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

## **7. Joint Venture/Consortium**

The Employer has not allowed any sort of Joint Venture (JV) or Consortium for the proposed project in the Tender Document.

## **8. One Bid per Bidder**

Each Bidder shall submit only one bid, by himself. A Bidder who submits or participates in more than one bid for the particular Works will be disqualified.

## **9. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including site visits, data collection, and any other expenses incurred. The Authority shall not be responsible or liable for any costs incurred by Bidders, regardless of the conduct or outcome of the bidding process.

## **10. Submission of Financial Offer**

The Price Bid wherein the Bidder shall quote and submit its Financial Offer for the proposed work under this Tender shall be filled and submitted online only on the e-tendering portal in the prescribed format.

## **11. Site Information, Site Visit and Data Availability**

a) The Bidder, at its's own responsibility and risk, is required to visit and examine the site of the facility and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Work. The costs of visiting project site and its surroundings shall be at the Bidder's own expense. Bidder must take an official permission from the Authority to visit the site and follow applicable safety measures, while moving around the site. Bidder is required to submit the **Site Visit Declaration** along with its Technical Bid as per the format prescribed in the **Annexure-14** of Volume-I of this Tender document.

b) Any data, reports, drawings, or information provided by the Authority are made available for guidance only and shall not relieve the Bidder of its responsibility to verify such information.

c) The Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid, including site conditions, access, availability of utilities, and local conditions.

## **B. Bidding Documents**

### **12. Contents of Bidding Documents**

- 12.1 The Bidding Documents are those stated below, and these should be read in conjunction with any Addenda issued in accordance with Clause 14 of Volume-I of this Tender document.

**Volume-I : Instruction of Bidders (ITB)**  
**Volume-II: Conditions of Contract**  
**Volume-III: Employer's Requirements, Scope of Work & Technical Specification**  
**Volume-IV: Price Bid**  
**Volume-V: Drawings**

- 12.2 The Bidder is expected to carefully examine the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to clause 35 and clause 37 of volume-I of this Tender document, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

### **13. Clarification of Bidding Document**

- 13.1 Any queries or request for additional information concerning this Tender shall be submitted in writing by speed post/courier/in-person and by e-mail so as to reach the Officer designated in Clause 1.5 on or before last date for receiving queries as specified in clause 1.5 (2). The communications shall clearly bear the following identification/title and submit the queries in below format;

**Subject:** Queries/Request for Additional Information for the *"Tender for Design, Engineering, Procurement, Construction, Operation & Maintenance of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation"*

**Format for submission of pre-bid queries**

S. No	Tender Volume no., Clause No., Page no., and Clause details as per Tender	Query / Clarification requested
1		
2		
...		

- 13.2 The Authority at its discretion may opt to respond to any request for clarifications which he receives in advance prior to the dead line for receiving queries as per the clause 1.5 (2). Copies of the Authority's response will be uploaded on the e-procurement portal for the information of the prospective bidders.

### **14. Amendment of Bidding Documents**

- 14.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether an own initiative or in response to a clarification requested by a prospective Bidder modifies the Bidding Documents by issuing corrigendum /

addendum.

- 14.2 Any Corrigendum / Addendum thus issued shall be part of the bidding documents pursuant to sub-clause 14.1, and it will be notified in writing and will be binding on them. Prospective Bidders shall acknowledge receipt of each addendum by email / letter to the Authority.
- 14.3 To afford prospective Bidders reasonable time in which to take the addendum into account in preparing their bids, the Authority may, at its discretion, extend the deadline for the submission of bids, in accordance with Clause 19.

## **C. Preparation of Bids**

### **15. Language of Bid**

- 15.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and the Authority, shall be written in the English or Gujarati language only. **Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language**, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **16. Documents comprising the bid**

- 16.1 The bid submitted by the Bidder shall comprise the following: Bid Forms and Annexure to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders.
- 16.2 The Bidder shall prepare and submit the Bid documents comprising the Bid as described in Clause 28 of this Tender document.

### **17. Bid Prices**

- 17.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole work as described in the Volume-III of this Tender document, based on the schedule and prices submitted by the Bidder.
- 17.2 The Bidder is required to submit its financial offer in the Price Bid provided on the e-tendering portal.
- 17.3 All duties, taxes and other levies (excluding GST) applicable as on bid due date payable by the Successful Bidder under this Contract or for any other cause shall be included in the bid price submitted by the Bidder. The evaluation and comparison of bids by the Authority shall be made accordingly.
- 17.4 If the Bid Price of the a Bidder is unreasonably high, abnormally low or seriously unbalanced in relation to the Authority's estimate of the cost of work to be performed under the Contract, the Authority may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the Tender.
- 17.5 Any Bid Price that appears unreasonably low, up to the extent that it raises material concerns with the Authority as to the capability of the Bidder to perform the Contract at the offered Bid price, shall be consider as Abnormally Low Bid Price. In the event of identification of a potentially Abnormally Low Bid Price, the Authority shall seek written clarification from the Bidder, including a detailed price analyses of its bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document. After evaluation of the price analysis, in the event that Authority determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, Authority may reject the Bid. In such case, the Authority may opt to select the next preferred bidder

(i.e. L2 ) or abandon / cancel the Tender process and / or issue another tender for the identical or similar work. The decision of the Municipal Commissioner, MRMC regarding this shall be final and binding to all the bidders.

- 17.6 If the rates received are considered unreasonably high, MRMC reserves its right to take appropriate action including reject any bid or all Bids or abandon / cancel the Tender process and / or issue another tender for the identical or similar work.
- 17.7 No alterations or additions shall be allowed in Bid Price schedule once it is submitted online. Quoted price must be entered out clearly in both figures and in words in the spaces provided during the online submission.

## **18. Currencies of Bid and Payment**

- 18.1 The unit rates and prices shall be quoted by the Bidder entirely in **Indian Rupees**.

## **19. Bid Due Date**

- 19.1 Bids should be submitted on or before Date and time as specified in the schedule of Bidding Process in Clause 1.5.
- 19.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 14 uniformly for all Bidders.

## **20. Bid Validity**

- 20.1 Bid Validity shall be for a period as mentioned in Clause 1.5 from the Bid Due Date (BDD).
- 20.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request that the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its Earnest Money Deposit (EMD) for the period specified, in compliance with Clause 21 in all aspects.

## **21. Earnest Money Deposit (EMD) / Bid Security**

- 21.1 The Bidder is required to submit a Bid Security (hereinafter referred as “**Earnest money Deposit**” or “**EMD**”) of the amount mentioned in the NIT, which shall remain valid for a period equivalent to the Bid validity.
- 21.2 The EMD, at the Bidder’s option, shall be deposited, in the form of Demand Draft (DD) or Fixed Deposit receipt (FDR) or Bank Guarantee (BG) in favour of Morbi Municipal Corporation payable at Morbi from any Nationalized/Scheduled Bank in India as per list of Government of Gujarat Rules. The EMD in the form of Cash/Cheque would not be accepted.
- 21.3 In case, if the Bidder wish to submit EMD in the BG format, the Bidder shall have to consider the Format of BG provided in the Annexure-15 of Volume-I of this Tender Document.

- 21.4 Deleted
- 21.5 Any bid not accompanied by an acceptable EMD shall be summarily rejected by the Authority as non-responsive.
- 21.6 The EMD of unsuccessful Bidders will be returned within 30 days after the expiry of the period of bid validity or approval of bid, whichever is earlier.
- 21.7 The EMD of successful bidder shall be released on submission of the Performance Security by the Successful Bidder in the form as mentioned as per the relevant Tender conditions.
- 21.8 The EMD may be forfeited:
- (a) If a Bidder withdraws or amends its Bid or derogates from the Bid in any respect during the period of bid validity, or
  - (b) If the Bidder submits provides false or incorrect information, or
  - (c) In the case of a Successful Bidder, if the Bidder fails to comply the instruction given in the letter of acceptance within the specified time, or
  - (d) if the successful Bidder fails to furnish the required performance security within the specified period.
- 21.9 Deleted.

## **22. Alternative Bids**

- 22.1 Bidders shall submit bids, which comply with the Bidding Documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions of Clause 37 regarding the rejection of bids, which do not substantively conform to the requirements of the Bidding Documents.

## **23. Pre-Bid Meeting**

- 23.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders are strongly encouraged to visit the project site before attending the pre-bid meeting and to submit any site-related queries on or before the date of the pre-bid meeting.
- 23.2 The Bidder is requested to submit any question in writing or by email, to reach the Authority before the meeting. The Pre-Bid Queries submitted by the Bidder shall be written in the English language as per the prescribed format given in the clause 13.
- 23.3 Clarifications, including the text of the questions raised and the responses given, will be transmitted to all purchasers of the bidding documents. Any modification of the bidding documents listed in the Tender document, which may become necessary as a result of the pre-bid meeting, shall be made by the Authority exclusively through the issue of an addendum /corrigendum pursuant to Clause 14 and not through the minutes of the pre-bid meeting.
- 23.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, it is strongly recommended to all perspective bidders to attend the pre-bid

meeting to understand the requirement of the project.

## **24. Format and Signing of Bid**

- 24.1 The Bid shall be typed in English language and signed in indelible blue ink by the bidder or a person or persons duly authorized to sign on behalf of the bidder (the Authorised Signatory). Such authorization of signatory shall be indicated by written Power-of-attorney (in prescribed format) accompanying the Bid.
- 24.2 The Bid shall contain no alterations, omissions, additions or interlineations, except those which may be necessary to comply with instructions issued by the Authority, or as necessary to correct the errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 24.3 All page of the Bid should be bounded together, numbered, signed by the person or persons signing the Bid and stamped. The Bid should also contain an Index having list of all contents of the bid submitted with their page numbers. If the bidder submits its Bid documents unbounded or without page numbers, the Authority will assume no responsibility for the misplacement any content of the bid. The Physical copy of the bids that submitted without proper binding, index/table of content, page number and signatures as mentioned hereinabove may qualify for Rejection of Bid.
- 24.4 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- 24.5 Considering the file size restrictions in the e-procurement site, bidder may have to split the technical bid document into multiple files. In such cases, bidder shall arrange the files as per the sequence of the Technical Bid and name the PDF files accordingly. For example, if the bidder has to split the overall bid document into five parts, the bidder may name the file name "Technical Bid – Part I", "Technical Bid – Part II" etc.

## **25. Adherence to requirements while submitting Bid**

The following conditions shall be adhered to while submitting the bid:

- 25.1 Information supplied by a Bidder in its Bid, must apply to the Bidder only; and not to Member or Associate not named in the Bid, unless specifically requested by the Authority; and
- 25.2 Bids containing any deviation from the Tender conditions and conditional Bids shall be summarily REJECTED. The Bidders should clearly mention in forwarding letter that his offer does not contain any conditions, deviations from terms and conditions stipulated in the Tender.



## **D. Submission of Bids**

### **26. Online Submission of Bid**

- 26.1 Authority intends to carry out Bidding Process online via e-tendering portal. Bidders may download Tender document from the e-tendering portal of Authority i.e. <https://tender.nprocure.com/>.
- 26.2 Bidder are required to submit scanned copy of original documents for Tender fees and EMD and scanned copy of its Technical Offer as per clause no. 28.
- 26.3 Bidder are required to submit their Financial Offer through online mode only in the form available on the <https://tender.nprocure.com/> as per the Price Bid.
- 26.4 For any assistance on the use of Electronic Tendering System, Bidders may get in touch at help desk numbers provided on the portal. Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

### **27. Physical Submission of Bid**

- 27.1 Physical copy of Bids shall be submitted in prescribed format mentioned in Clause 24, in the name of the Concern Officer as mentioned in the Clause 1.5.
- 27.2 Envelopes shall bear the following markings on the Envelope:

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***Bid for: Tender for Design, Engineering, Procurement, Construction, Operation & Maintenance of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation.***

***Tender No. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2026***

***Do not Open Before: - {Bidder to specify Technical Bid opening date}***

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- 27.3 Bidders are required to submit the Bid as per instructions given in Clause 24
- 27.4 In addition to the information required in Sub-Clauses 27 above, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "Late" pursuant to Clause 31.
- 27.5 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the bid.
- 27.6 The physical submission of bid documents shall be made via Registered Post / Speed Post / Courier / In-person.
- 27.7 Please note that the physical bids for which online bid is not submitted shall be summarily rejected

### **28. Contents**

- 28.1 Bids are invited in two-envelope system. The Comprehensive Bid shall be submitted in

sealed envelope, super scribing the name of Work/Service mentioned in the Tender notice.

28.2 Full name and address of the Bidder shall be written in the bottom left corner of each envelope.

28.3 The envelope shall contain the following:

**Envelope 'A' (Tender Fee and EMD):** This envelope should contain, Original copy of Demand Draft (DD)/ Fixed Deposit receipt (FDR)/ Bank Guarantee (BG) for Tender Fee and Earnest Money Deposit, as applicable, to be furnished by the Bidder. If the Bidder is proposing to submit EMD in Bank Guarantee (BG) form, then same should be submitted in prescribed format as provided in **Annexure 15**.

**Envelope 'B' (Technical Offer):** This should contain all the documents mentioned as below from '1' to '15'. This envelope may contain other documents also such as Technical bids, drawings, any other as mentioned in the Tender notice.

- (1) List of all the documents enclosed in the envelope (Index with page numbers);
- (2) Cover Letter for Technical Proposal as per the format prescribed in **Annexure 1** of Volume-I of this Tender document;
- (3) Details of Bidder / Consortium Members, as applicable, as per the format prescribed **Annexure 2** of Volume-I of this Tender document;
- (4) Details of works experience of the Bidder / Consortium Members / Technology Provider, as applicable, as per format prescribed in **Annexure 3** of Volume-I of this Tender document and Project Details Sheet for Eligible Projects, along with the required supporting document;
- (5) Details of Financial status of the Bidder / Consortium Members, as applicable, as per format prescribed in **Annexure 4** of Volume-I of this Tender document, along with the required supporting document;
- (6) Original Power of Attorney for Authorised Representative of Bidder / of Consortium Members as per the format prescribed in **Annexure 5** of Volume-I of this Tender document;
- (7) No deviation Certificate and Total Responsibility certificate as per the **Annexure 6** and **Annexure 7** of TENDER
- (8) Bank certificate as per **Annexure-8**
- (9) Anti-Black listing certificate as per the format prescribed in **Annexure 09** of Volume-I of this Tender document;
- (10) Anti-Collusion certificate as per the format prescribed in **Annexure 10** of Volume-I of this Tender document;
- (11) Information regarding current litigation as per the format prescribed in **Annexure 11** of Volume-I of this Tender document;
- (12) Undertaking as per the format prescribed in **Annexure 12** of Volume-I of this Tender document;
- (13) Affidavit as per the format prescribed in **Annexure 13** of Volume-I of this Tender document;

- (14) Site visit declaration as per the format prescribed in **Annexure 14** of Volume-I of this Tender document.
- (15) Document checklist with reference page number as per **Annexure 17**
- (16) Other documents to establish the eligibility as per Clause 4 of volume-I of this Tender document.

**Covering Envelope:** Both the envelopes 'A', and 'B' shall be put together in a common sealed envelope subscribing on it, name of Work and the name and address of the Bidder.

## **29. Important Points to be noted by the Bidder**

- 29.1 The Financial Bid shall be inclusive of all taxes (excluding GST) applicable as on date to be paid by the Bidder for the Work/Service and claim for extra payment on any such account shall not be entertained.
- 29.2 The Financial Bid should be written both in words and figures at appropriate places on the e-tendering portal online only as per the Price Schedule. If the bidder submits its Financial Offer in the Physical Copy of the Bid or if the bidder has uploaded its Financial Offer as part of the Technical proposal, its bid shall be rejected outright.
- 29.3 No alterations and additions anywhere in the tender Document are permitted. If any of these are found, the tender may be summarily rejected. The Bidder should get its doubts cleared during pre- bid meeting/conference only.
- 29.4 In case of a partnership firm, each partner or power of attorney holder shall sign the Tender. The power of attorney of person signing the Bid shall be enclosed with the Technical Bid. The power of attorney shall be signed by all partners.
- 29.5 In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.
- 29.6 The Bidder shall be deemed to have studied the schedule of Works/ Services/ Items/ Quantities/ Rates, all plans, specifications, terms and conditions, shall inspect and examine the service area and its surrounding and shall satisfy itself before submitting its Bid as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the service area, nature of the Work/Service and equipment necessary for the completion of the Works/Services and means of access to the service area, the accommodation it may require and in general shall itself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works/Services. No extra charges shall be paid consequent on any misunderstanding.
- 29.7 The Bidder shall submit the Bid which satisfies each and every condition laid down in this Tender document, failing which the Bid will be liable to be rejected.

## **30. Deadline for Submission of Bids**

- 30.1 Bids shall be submitted at the address stipulated in Clause 1.5 in this Tender document, not later than date and time as defined in Clause 1.5 and schedule specified on the e-tendering portal.
- 30.2 The Authority may, at his discretion, extend the deadline for the submission of Bids by

amending the Bidding Documents in accordance with Clause 14 in which case all rights and obligations of the Authority and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **31. Late Bids**

- 31.1 Any Bid received by the Authority after the deadline for submission of Bids prescribed by the Authority, pursuant to Clause 30, will be declared “Late” and rejected and kept unopened in the record.

## **32. Modification and Withdrawal of Bids**

- 32.1 The Bidder may withdraw its Bid after the Bid’s submission, provided that written notice of the withdrawal is received by the Authority prior to the deadline prescribed for submission of Bids.
- 32.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 27 with the outer and inner envelopes additionally marked “Modification” or “Withdrawal” as appropriate. A withdrawal notice may also be sent email but must be followed by a signed confirmation copy.
- 32.3 No Bid may be modified / withdrawn by the Bidder after the deadline for submission of bids.
- 32.4 Withdrawal of bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of Bid Security pursuant to Clause 21.

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

### **33. Bid Opening**

- 33.1 Technical Bid submitted online and Technical Envelope shall be opened in the presence of Bidders' representatives who chose to attend at the date, time and location as specified in the Clause 1.5 . The record of the meeting must include the signatures of the Bidder's representatives and representatives of the Authority.
- 33.2 Envelopes marked "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 32.1 shall not be opened.
- 33.3 The Bid of the Bidder who have not submitted an acceptable form of Tender Fee and Bid Security will be summarily rejected.
- 33.4 Authority may request qualified Bidders to make a presentation including understanding work program and methodology.
- 33.5 The Financial Bid of only those Bidders, who would be considered to be substantially responsive to the requirements as specified in the Tender, shall be opened on date at time as specified on e-tendering portal or any other convenient date to be notified by the Authority.

### **34. Process to be Confidential**

- 34.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process, until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Authority's processing of bids or award decisions may result in the rejection of the Bidder's bid.

### **35. Preliminary Examination of the Bids**

- 35.1 The Bidder shall provide all the information sought under this Tender. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.
- 35.2 Prior to the detailed evaluation of bids, the Authority will determine whether;
  - (i) Bidder is able to meet the eligibility criteria;
  - (ii) Bid has been properly signed;
  - (iii) Bid is accompanied by the required securities;
  - (iv) Bid is substantially responsive to the requirements of the bidding documents; and
  - (v) Bidder has provided any clarifications and / or substantiation that the Authority may require pursuant to Sub-clause 36.1.
- 35.3 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservations. A

material deviation or reservation is one:

- (i) which effects in any substantial way the scope, quality or performance of the Works;
- (ii) Which limits in any substantial way, inconsistent with the bidding documents, the Authority's rights;
- (iii) Whose rectification would affect unfairly the Comprehensive position of other Bidders presenting substantially responsive bids.

- 35.4 If a bid is not substantially responsive it will be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive and may be rejected by the Authority.
- 35.5 Notwithstanding the above, the Authority reserves the right to accept or reject any variation or deviation in the submitted Bids if such irregularity does not materially deviate from the terms, conditions and specifications of the bidding documents, and if it will not affect unfairly the Comprehensive position of other Bidders, and if it is in the Authority's interest to do so. This shall be binding on all tenderers and the Authority reserves the right of such deviations.

## **36. Clarification of Bids and Contacting the Authority**

- 36.1 To assist in the examination, evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its bid, including breakdown of rates. In case of documents concerned with regard to qualification criteria, after submission of the Bid, only related shortfall documents may be asked for and considered by the Authority at its discretion.
- 36.2 Such clarification(s) shall be provided within the time specified by the Authority for this purpose. The request for clarification and responses to the requests shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids.
- 36.3 However, notwithstanding the above, the Authority is not bounded to ask for shortfall information / document and in absence of any information / document as required as per the Tender conditions the Authority may reject the bid as per the Tender conditions.
- 36.4 If a Bidder does not provide clarifications sought under Clause 36.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 36.5 No post-bid clarification at the initiative of the bidder shall be entertained.
- 36.6 Subject to Sub Clause 36.1, no Bidder shall contact the Authority on any matter relating to its bid from the time of the bid opening to the time the Contract is awarded.

## **37. Rejection of Bid**

- 37.1 The Bid(s) are liable to be rejected if the Bidder / Consortium Member (as applicable):
- (a) Does not submit Tender Fee in the form as prescribed in this Tender document;

- (b) Does not submit the EMD in the form as prescribed in this Tender document;
- (c) Does not submit the any applicable information / document / certificate / declaration etc. as required in all the **Annexures** of volume-I of this Tender document;
- (d) Does not provide details / documents of work experience (along with supporting documents) as per **Annexure 3** of volume-I of this Tender document;
- (e) Does not provide financial details / documents (along with supporting documents) as per **Annexure 4** of volume-I of this Tender document;
- (f) Does not submit the Power of Attorney for Authorised Signatory as per **Annexure 5** of volume-I of this Tender document;
- (g) Does not submit the No deviation certificate as per **Annexure 6** of volume-I of this Tender document;
- (h) Does not submit the Total Responsibility Certificate as per **Annexure 7** of volume-I of this Tender document;
- (i) Does not submit Bank Certificate as per **Annexure 8** of volume-I of this Tender document
- (j) Does not submit Anti-Blacklisting certificate as per **Annexure 9** of volume-I of this Tender document
- (k) Does not submit Anti-Collusion Certificate as per **Annexure 10** of volume-I of this Tender document;
- (l) Does not submit Information regarding current litigation as per **Annexure 11** of volume-I of this Tender document.
- (m) Does not submit the required undertaking as per **Annexure 12** of volume-I of this Tender document;
- (n) Does not submit affidavit as per **Annexure 13** of volume-I of this Tender document;
- (o) Does not submit Site Visit Declaration as per **Annexure 14** of volume-I of this Tender document;
- (p) Does not submit Bank Guarantee for EMD (if applicable) as per **Annexure 15** of volume-I of this Tender document;
- (q) Does not disclose the full names and address of all its partners in case of a partnership concern;
- (r) Fails to initial corrections;
- (s) Fails to fill Comprehensively all the Performa provided in this Tender document including Performa of tender forms and price bid;
- (t) Tries to contact the Council on any matter relating to its Bid, or tries to influence the Council in its decision on Bid evaluation, Bid comparison or Contract award, from the time of Bid opening to the time of Contract award.
- (u) Stipulates any condition in this Tender document;
- (v) Stipulates the bid validity period less than what is stated in the Tender document;
- (w) Does not quote rates inclusive of applicable taxes, charges, etc. (Excluding GST)

- (x) Submits its price bid as part of its Technical Bid in online or physical submission.
- (y) Quotes Abnormally Low Bid Price for any or all items of the Price Schedule and fails to demonstrate its capability to perform the contract for the offered Bid price. The decision of the Municipal Commissioner, MRMC regarding this shall be final and binding to all the bidders.
- (z) Does not submit its bid in confirmation to all applicable labour laws.
- (aa) Fails to submit supporting documents as required under **Clause 4**.

## **38. Shortlisting of Bidders**

Shortlisting of the bids shall be as per the criteria defined in clause no. 4 and clause no. 5 of volume-I of this Tender document.

## **39. Opening of Price Bids**

- 39.1 The Authority will open the Price Bids of all the Technically Qualified Bidders.
- 39.2 The Price Bid submitted online on the e-procurement portal shall be opened. The Financial Offer submitted online shall be considered for evaluation of Financial Bids of the Technically Qualified Bidders.

## **40. Evaluation and Comparison of Bids**

- 40.1 The Authority will evaluate and compare only the Financial Offers of those bidders who are determined substantially responsive in accordance with Clause 35 and qualified in accordance with Clause 4.
- 40.2 The Authority reserves the right to accept or reject any variation, deviation. Variations, deviations and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Authority shall not be taken into account in the Bid evaluation.
- 40.3 The Bidder submitting the Least Cost (L1) shall be considered for award subject to the condition that the Bid Price shall not be unreasonably high, abnormally low or seriously unbalanced in relation to the market rate or Authority's estimate.
- 40.4 If the Bid Price of the Successful Bidder is unreasonably high, abnormally low or seriously unbalanced in relation to the Authority's estimate of the cost of work to be performed under the Contract, the Authority may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the Tender.
  - 1. After evaluation of the response from the Bidder, the Authority may require that the amount of the Security Deposit set forth in Clause 48 be increased at the expense of the successful Bidder to a level sufficient to protect the Authority against financial loss in the event of default of the successful Bidder under the contract, or
  - 2. After evaluation of the response from the Bidder, if it is determined that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Authority reserves the right to reject the Bid/ Proposal.
- 40.5 While quoting the cost of deployment of workforce, the Bidder shall consider the latest



Minimum Wages as applicable for various categories of labour.

## **41. Deleted**

## **42. Proprietary data**

- 42.1 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority.
- 42.2 The Bidders shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 42.3 The Authority will not return any Bid or any information provided along with the Bids...

## **F. Award of Contract**

### **43. Acceptance of Bid**

- 43.1 The Bid conforming to the terms and conditions of the Tender shall be accepted.
- 43.2 The Authority is not bound to accept the lowest or any Bid. The Authority reserves the right to reject any or all Bids received without assigning any reason whatsoever.

### **44. Award**

- 44.1 The Authority will Award the Contract to the Successful Bidder as per the criteria defined in clause no. 4 and clause no. 5 of volume-I of this Tender document.

### **45. Authority's right to accept or reject any or all bids**

- 45.1 Notwithstanding Clause 40, the Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

### **46. Notification of Award**

- 46.1 Prior to expiration of the period of bid validity, the Authority will notify the successful Bidder, in writing, that his bid has been accepted. This letter, hereinafter referred to as the "**Letter of Intimation**" or "**LOI**", shall specify the amount of performance security to be submitted by the successful Bidder. Within 15 days from the date of issue of the **LOI**, the Successful Bidder shall submit to the Authority **the Performance Security as per details mentioned in Volume-II (Conditions of the Contract) of this Tender document and sign the Contract Agreement** with the Authority. On submission of the performance security, the Authority shall issue notification of award (hereinafter referred to as the "**Letter of Award**" or "**Work Order**").
- 46.2 Until a formal Contract is prepared and executed, the LOI /LOA shall constitute a binding Contract to the selected Bidder.
- 46.3 Upon furnishing of Performance Security by the successful Bidder, the Authority will promptly notify the other Bidders that their bids have been unsuccessful.
- 46.4 Upon completion of all the formalities by the successful Bidder, the Authority will issue "Notice to proceed" mentioning date of start and intended date of completion.

### **47. Signing of Concession Agreement**

- 47.1 At the same time that the Authority notifies the selected Bidder that its Bid has been accepted, the Authority will send the Bidder the Draft Contract Agreement provided in Volume-II of this Tender documents, incorporating all agreements between the parties.
- 47.2 Within 15 days from the date of issue of the **LOI**, the selected Bidder shall sign the Contract Agreement, in duplicate, on non-judicial stamp paper of value as per regulation of the Government of Gujarat and return it to the Authority. One copy of the signed agreement will be provided to the selected Bidder, and the original will be retained by

the Authority.

## **48. Security Deposit/ Performance Security**

- 48.1 Within 15 days from the date of issue of the **LOI**, the Successful Bidder shall furnish to the Authority a **Performance Security as per details mentioned in Volume-II (Conditions of the Contract) of this Tender document**. The Performance Security shall be only in form of a Bank guarantee (BG) / Fixed deposit receipt (FDR) in favour of the Morbi Municipal Corporation payable at Morbi issued by any nationalised bank or scheduled bank as per the list of Government of Gujarat valid for a duration equivalent to the contract period + 60 days.
- 48.2 Failure of the Successful Contractor to provide the requisite Security Deposit in accordance with the requirements of Clause 48.1 shall constitute grounds for annulment of the Award and forfeiture of the Bid Security made at the time of bidding.

## **49. Corrupt or Fraudulent Practices**

- 49.1 It is required that Bidders/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the **Authority**:
- (a) Defines for the purposes of this provision, the terms set forth below as follows:
- 1) **"Corrupt Practice"** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;
  - 2) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to and after bid submission) designed to establish bid prices at artificial non-Comprehensive levels and to deprive the Borrower of the benefits of free and open competition;
  - 3) **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - 4) **"Undesirable Practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - 5) **"Restrictive Practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

## **50. Deviation and Exclusions**

- 50.1 Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender. The Bidder shall submit a **No Deviation Certificate** as per the format mentioned in bid document. The bids with deviation(s) are liable for rejection.

## **51. Total Responsibility**

- 51.1 The Bidder shall submit a statement undertaking **Total Responsibility** for the defect free comprehensive maintenance during defect liability period of the proposed solution as per format mentioned in Bid document.

## Annexure 1- Format for Cover Letter for Technical Proposal

[To be furnished on the letterhead of the Bidder.]

Reference no.:

Date:

To,  
**Municipal Commissioner,**  
Morbi Municipal Corporation  
Gandhi Chowk,  
Morbi, Gujarat.

**Subject:** Submission of Technical Bid in response to “Tender for Design, Engineering, Procurement, Construction, Operation & Maintenance of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation”

Dear Sir,

Being duly authorized to represent and act on behalf of M/s. \_\_\_\_\_ (hereinafter referred to as “**the Bidder**”) and having reviewed and fully understood all of the information provided in the **Tender** document provided to us by ULB, in respect of the project, the undersigned hereby submits the Proposals in response to the Tender for your evaluation.

I/We are submitting copy of the Bid online on the e-tendering portal and have carried out physical submission of the Bid in one (1) original copy, along with details / certificates as per the requirements of the Tender.

We have also submitted EMD and Tender fees as per following details,

Sr. no	Name of Instrument	Type of Instrument	Instrument no.	Name of Bank	Date of issuance	Amount
1	Tender Fees					
2	EMD					

We confirm that our Bid is valid for a period of **120 days** from the Bid Due Date.

We also hereby agree and undertake us under:

- Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the Tender document provided to us.
- Our proposal does not contain any conditions or deviations from Tender conditions.
- If awarded the Contract, we shall furnish the required Performance Security and execute the Contract Agreement within the time stipulated in the bidding documents.
- We acknowledge that the Authority reserves the right to accept or reject any or all Bids without assigning any reason thereof.

We certify that the information furnished in our Bid is true, complete, and correct, and we understand that any misrepresentation or suppression of facts may lead to rejection of our Bid and forfeiture of Bid Security.

.....  
Signature of the Authorized Person

.....  
Name and designation of the Authorized Person  
Date.....

## Annexure 2 - Format for Particulars of Bidder

(To be furnished on the letterhead of the Bidder)

### A) General Information

Sn.	Details	Information
1.	Name of Bidder (legal Name):	
2.	Legal Status (Company /LLP / Partnership / Proprietorship)	
3.	Country of incorporation:	
4.	Date of incorporation and/or commencement of business:	
5.	Registered Office Address	
6.	Correspondence Address	
7.	Telephone No.	
8.	Email ID	
9.	Website (if any)	
10.	Contract Labour (R&A) Act 1970:	
11.	Pan no.	
12.	GST No.	
13.	ESI Registration no	
14.	EPF Registration no.	
15.	Professional Tax:	
16.	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:	

### B) Details of the representatives

Sn.	Details	Particulars of the Authorized Signatory of the Bidder	Particulars of person who will serve as the single point of contact for the Bidder
1	Name:		
2	Designation:		
3	Address:		
4	Phone Number:		
5	E-Mail Address:		

### C) Information regarding past performance of the bidder's firm:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/State/City] Government, or any entity controlled by it, from participating in any Project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of bid?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

D) A statement by the Bidder (where applicable) or any of their associates disclosing material non-performance or contractual non-compliance in past Projects, contractual disputes and litigation/arbitration in the recent past, if any to be provided below (Attach extra sheets, if necessary):

E) **Business Profile of the Bidder:** Bidder shall have to submit their Company brochure here. (Colour scan of brochure shall be attached).

We hereby certify that the information furnished above is true, complete, and correct to the best of our knowledge and belief.

We understand that any misrepresentation or concealment of facts may result in rejection of our Bid and may attract penal action as per applicable rules.

**Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_

## Annexure 3 - Technical Capacity of the Bidder

(To be furnished on the letterhead of the Bidder)

**Name of the Bidder:**

### **Details of Eligible projects to be showcased by the bidder**

[Under the Clause 4.2 (2)]

Details of Contract	
Name of the Project and Location	
Name of Client / Authority / Owner	
Address and Contact details of the client	
Nature of contract ( <i>Design &amp; Engineering / Supply &amp; Installation / EPC / PPP</i> )	
Bidder's Role in Contract	
Executed as <i>Primary Contractor</i> or <i>Sub Contractor</i> ?	
Work order No. and Date	
Date of Commencement (dd/mm/yyyy)	
Date of Project Completion (dd/mm/yyyy)	
Date of Commissioning (dd/mm/yyyy)	
Total Contract value (Rs. In Crore)	
Total Executed Value of work (Rs. In Crore)	
Is O&M included in scope? (Yes/No)	
Total number of years of O&M as per contract (from Month/Year to Month/Year):	
Number of years of O&M completed (from Month/Year to Month/Year):	
Is the project executed in JV/Consortium? (Yes/No)	
If executed in JV/Consortium, Bidder's stake in the project (%)	

Documentary evidence of having completed / executed the assignments (*to be attached after this page*)

#### **Note:**

- **Use separate sheet for each eligible project**
- **The Bidder is required to submit work order / contract and work completion certificate / experience certificate / client certificate for each of the projects. Only such projects for which these required documents are submitted will be considered for evaluation.**

#### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_



### Annexure 3A - Key Technical Personnel

Sr. No.	Designation	Name	Qualification	Total Experience (Years)	Relevant Experience in RTS / MSW (Years)
1	Project Manager				
2	Civil Engineer				
3	Environment Engineer				
4	Electrical Engineer				
5					
...					

(Attach CVs and proof of employment / engagement)

**Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_

## Annexure 3B - Construction and O&M Vehicle / Machinery / Equipment Capability

(Note: Provide details of existing Vehicle / Machinery / Equipment)

Sr. No.	Vehicle / Machinery / Equipment Name	Quantity	Ownership (Owned / Leased)	Intended Use
1				
2				
3				
4				
5				
...				

### Signature of Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_

## Annexure 4 - Financial Capacity of the Bidder

(To be certified by CA)

Financial Year	Annual Turnover (INR Lakhs)	Net Worth as on 31 <sup>st</sup> March of respective FY (INR Lakhs)
2018-19		
2019-20		
2020-21		
2021-22		
2022-23		
2023-24		
2024-25		
Average		

(Note: Financial figures must be as per the audited financial statements and certified by a Chartered Accountant.)

### Supporting Documents to be Submitted

- Audited financial statements for the last three financial years.
- CA Certificate certifying the turnover and net worth figures mentioned above.

Note: The information provided shall be detailed enough to demonstrate and allow evaluation of the Bidder's financial capacity to fulfil its financial obligations, if awarded the contract.

### Banks from which references can be obtained

Name of Bank:

Address:

Tel and Fax No.

*Listing of bankers shall be deemed as an authorization by the Bidder(s) for the Authority to request such references and for the bankers to release them to the Authority.*

## Annexure 5- Format for Power of Attorney for Authorised Signatory of Bidder

*(On non-judicial stamp paper of appropriate value, duly attested by notary public)*

Know all men by these presents, We..... (name of the firm and Address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the “**Tender for Design, Engineering, Procurement, Construction, Operation & Maintenance of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation**”, including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20....

To be signed by Director(s)/ Partners or the Proprietor of the firm

1. Name \_\_\_\_\_ 2. Name \_\_\_\_\_  
Signature \_\_\_\_\_ Signature \_\_\_\_\_

Accepted

Signature:

Name, Title and Address of the Attorney:

### **Note:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution /power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*In case an authorized Director of the Applicant signs the Bid, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.*

*In case a Proprietor of the Proprietorship firm signs the Bid, this Power of Attorney shall not be required.*

## **Annexure 6 – No Deviation Certificate**

*(To be furnished on the letter head of the bidder)*

This is to certify that our offer is exactly in line with your tender enquiry/TENDER (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_

## **Annexure 7 – Total Responsibility Certificate**

*(To be furnished on the letter head of the bidder)*

This is to certify that we undertake the total responsibility for the defect free comprehensive maintenance of the proposed construction works as per the requirement of the Tender for the duration mentioned in all the volumes of the Tender.

### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_

## **Annexure 8 – Format for evidence of Access to or availability of Credit Facilities**

**(Clause 4.2.1; Sr.no.3 of ITB)**

### **BANK CERTIFICATE**

This is to certify that M/s. [Name of the bidder] \_\_\_\_\_  
is a reputed company with a good financial standing.

If the contract for the work, namely [Tender Title]  
\_\_\_\_\_ is awarded to the above firm, we shall be able  
to provide overdraft/credit facilities to the extent of Rs.  
\_\_\_\_\_ to meet their working capital requirements for  
executing the above \_\_\_\_\_ during the contract period.

(Signature)

[Name of Bank]

[Senior Bank Manager]

[Address of Bank]

## Annexure 9 - Anti-Blacklisting Certificate

*(On non-judicial stamp paper of appropriate value, duly attested by notary public)*

**Format for Affidavit certifying that the Entity / Promoters / Directors of Entity are not blacklisted**

### **Anti-Blacklisting Affidavit**

I / We M/s. \_\_\_\_\_ (Name of the Bidder),  
\_\_\_\_\_ (addresses of the registered office) hereby certify  
and confirm that we or any of our promoter/s / director/s are not barred by Government of  
Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central  
government /department / Local Government / agency in India or from abroad from  
participating in Project/s, either individually or as member of a Consortium as on  
the \_\_\_\_\_ (Bid submission Date).

We further confirm that we are aware that our Application for the  
\_\_\_\_\_ (Project name) would be liable for rejection  
in case any material misrepresentation is made or discovered with regard to the requirements  
of this Tender at any stage of the Bidding Process or thereafter during the agreement period.

### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_



## **Annexure 10 - Format for Anti-Collusion Certificate**

*(To be furnished on the letterhead of Bidder)*

I/We hereby certify and confirm that in the preparation and submission of our Proposal/Bid for the proposed work mentioned in the Tender published by Morbi Municipal Corporation (Tender Ref. No. /2025-26, dated : \_\_\_\_\_), 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 or will not offer any illegal gratification in cash or kind to any person or agency in connection with the Proposal.

### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_

## Annexure 11 - Information regarding current litigation

(To be furnished on the letterhead of the Bidder)

(i) Litigation

Sr. No.	Name of the Contract	Year of Contract	Organization	Details of litigation
1.				
2.				
3.				

- (ii) Were you ever required to suspend the assigned project work for period of more than six months continuously after your started? If so, give the names of projects and reasons.
- (iii) Have you ever not completed any assignment given to you? (If so, give name of project and reasons for not completing the work)
- (iv) In how many of your project were penalties imposes for delay? If so, please give details.
- (v) In case of litigation because of non-performance of the Contractor in a project, the same shall not be considered as litigation unless a court judgment has been passed
- (vi) The information is for records purpose, shall be impact Bidder to disqualify, unless there is a court judgment.

### Signature of Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Place: \_\_\_\_\_

## Annexure 12 - Template of Undertaking

*(On non-judicial stamp paper of appropriate value, duly attested by notary public)*

I/We \_\_\_\_\_ **[Name of the Bidder]** hereby undertake that;

I/We have read the entire Tender document for the Project of \_\_\_\_\_ (Project Name) and have fully understood the required scope of work along with the other terms and conditions.

I/We have made myself/ourselves thoroughly conversant with the area where operations / services are to be rendered according to Scope of Work.

I/We are fully capable to provide required number of staff/workforce, equipment, vehicle, machineries and materials mentioned in this Tender for providing satisfactory services as per the Tender conditions.

I/We will be solely responsible for deployment of properly trained and qualified staff for the execution of the service contract.

I/We have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the us or our Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate during the last five years.

The information documents submitted by us are true to our knowledge and if the information/ documents so furnished shall be found to be untrue or false, our bid shall be liable to be disqualified and our Earnest Money accompanying the Bid will be forfeited. Also I/we am/are aware that if the information/document found to be untrue or false during the Contract Period, our Contract liable to be terminated.

I/We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Authority / ULB (Morbi Municipal Corporation), should I/We fail to (i) Abide by the stipulation to keep the offer open for the period of 180 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the Bids and (ii) pay Security Deposit as specified in the Tender Document.

Should this Bid be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract mentioned in the Tender document and in default thereof Securities submitted by me shall be liable to be forfeited and pay to the Authority (Morbi Municipal Corporation) the sums of money mentioned in the said conditions.

Demand draft No. / FDR No. / BG No. \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ from the Nationalised / Scheduled Bank at \_\_\_\_\_  
\_\_\_\_\_ in respect of the sum of \_\_\_\_\_  
\*Rs \_\_\_\_\_ is herewith forwarded representing the

Earnest Money (a) the full value of which is to be absolutely forfeited to **the Authority** should I/We not deposit the full amount of Security Deposit specified in the Tender document.

\_\_\_\_\_  
Signature of Bidder

Name \_\_\_\_\_

Place \_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Signature of Witness

Name \_\_\_\_\_

Place \_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 2026

## Annexure 13 - Template of Affidavit

*(On non-judicial stamp paper of appropriate value, duly attested by notary public)*

### **Affidavit on Non-Judicial Stamp Paper of Appropriate Value**

I / We hereby solemnly state that we have no partnership with or any share with office bearer(s) and elected representative(s) of **Morbi Municipal Corporation, Morbi** in our company and are not associated presently or in the past with any of the office bearer(s) and elected representative(s) of **Morbi Municipal Corporation, Morbi**, either directly or indirectly.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money Deposit (EMD) accompanying our Bid shall stand forfeited to the **Morbi Municipal Corporation**. We are also aware that if the information produced by us in our Bid is found to be untrue or false before or during the Contract Period, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrences along with the Authority having rights to take disciplinary actions and levy of penalties.

\_\_\_\_\_  
Signature of Bidder

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Signature of Witness

Witness:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 2026

## Annexure 14 - Format for Site Visit Declaration

*(To be furnished on the letterhead of the Bidder)*

I/We, the representatives of M/s. \_\_\_\_\_ [insert name of bidder], do hereby declare that:

I/We have conducted a physical site visit of the proposed land located at \_\_\_\_\_ for the construction of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation, as per the tender requirements. (Tender Ref. No. \_\_\_\_\_)

I/We have examined the existing site conditions, accessibility, environmental surroundings, and any other factors that may affect the scope of work as per the Terms of Reference (ToR).

I/We have gathered all necessary information required for preparing a responsive bid and fully understand the challenges, risks, and requirements associated with the assignment.

I/We agree that no claims or compensation shall be sought from Morbi Municipal Corporation (MRMC) on the grounds of lack of information or unfamiliarity with the site conditions.

I/We understand that failure to conduct the site visit shall not be accepted as a reason for any future request for an extension of time, price escalation, or modification of contract terms.

I/We confirm that this declaration is made in good faith, and the information provided herein is true and accurate to the best of my/our knowledge and belief.

Signature: \_\_\_\_\_

Name Authorised Representative:

Name of Bidder Firm:

## Annexure 15 - Format of Bank Guarantee for EMD

(To be issued by a Nationalised or Scheduled Bank in India as approved list by Government of Gujarat)

B.G. No. \_\_\_\_\_ dated \_\_\_\_\_

This Deed of Guarantee executed at \_\_\_\_\_ by (Name of Bank) having its Registered office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The **Morbi Municipal Corporation, Morbi** (hereinafter called “**ULB**”) having its office at \_\_\_\_\_ (address), which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

### WHEREAS

- (a) M/s \_\_\_\_\_, a company registered under provisions of the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter called the “**Bidder**”) which expression shall unless it be repugnant to be subject or context include its/their executors administrators, successors and assigns, intends to bid for taking up work of “*Tender for Design, Engineering, Procurement, Construction, Operation & Maintenance of Refuse Transfer Station (RTS) in East Zone of Morbi Municipal Corporation*” in the Morbi Municipal Corporation’s jurisdiction (hereinafter referred to as the “**Project**”).
- (b) In terms of submission of bid for the Request for Proposal document dated \_\_\_\_\_ issued in respect of the Project “\_\_\_\_\_” (hereinafter referred to as “**Tender Document**”) the Bidder is required to furnish to ULB an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as **Earnest Money Deposit (EMD)** for the Project.
- (c) The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

### NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- (a) The Guarantor, as primary obligor shall, without demur, pay to ULB an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), within 15 days of receipt of a written demand from ULB calling upon the Guarantor to pay the said amount.
- (b) Any such demand made on the Guarantor by ULB shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- (c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of ULB is disputed by the Bidder or not.
- (d) This Guarantee shall be irrevocable and remain in full force for a period of from (date) \_\_\_\_\_ to (date) \_\_\_\_\_ (Proposal Validity Period) or for such extended period as may be mutually agreed between ULB and the Bidder and shall continue to be enforceable till all amount under this Guarantee are paid.

- (e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- (f) In order to give full effect to this Guarantee, ULB shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement /non exercise /delayed exercise of any of its right by ULB against the Bidder or any indulgence shown by ULB to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of ULB or any indulgence by ULB to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- (g) The Guarantor has power to issue this Guarantee and discharge the obligation contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON  
THE DAY,  
MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr. \_\_\_\_\_

Its \_\_\_\_\_ and authorised official.



## **Annexure 16 – [Not in Use]**

## Annexure 17 - Document Checklist

**Note:** Checklist provided below is for guidance and reference purpose only. Bidders are advised to thoroughly read and review the Tender documents in order to understand the requirements and submit all the documents along with the Bid.

Sr. No	Compliances and submission of documents as part of Bid submission	Submission Status		Reference Clause
		Yes/ No	Page nos.	
(a)	Tender Fee			Clause 4.1 (1)
(b)	E.M.D.			Clause 4.1 (2)
(c)	Certificate of Incorporation / Partnership deed / Shop License			Clause 4.1 (3)
(d)	PAN Card Copy			Clause 4.1 (4)
(e)	GST Registration Certificate			
(f)	Anti-Blacklisting Certificate as per Annexure-09			Clause 4.1 (5)
(g)	Valid contractor registration certificate of class AA			Clause 4.1 (6)
(h)	Contract agreement or work orders of each project claimed for eligibility under Annexure 3			Clause 4.2 (2),
(i)	Successfully completion certificate / performance certificate by competent Authority of each project claimed for eligibility under Annexure 3			
(j)	Audited profit and loss account of the firm			Clause 4.2 (1)
(k)	Audited balance sheet of the firm			
(l)	CA certificate Certifying overall annual turnover from construction works, and Net worth of the firm			
(m)	Bank Solvency certificate			Clause 4.2 (1)
(n)	Covering Letter-Cum-Project Undertaking			Annexure - 1
(o)	Particulars of bidder			Annexure - 2
(p)	Technical Capacity of Bidder along with Project Details Sheet (PDS)			Annexure – 3
(q)	Financial Capacity of Bidder			Annexure – 4
(r)	Power of Attorney for Authorised Signatory			Annexure – 5
(s)	No Deviation Certificate			Annexure – 6
(t)	Total Responsibility Certificate			Annexure – 7

Sr. No	Compliances and submission of documents as part of Bid submission	Submission Status		Reference Clause
		Yes/ No	Page nos.	
(u)	Bank Certificate			Annexure - 8
(v)	Anti-blacklisting certificate			Annexure - 9
(w)	Anti-Collusion Certificate			Annexure - 10
(x)	Information regarding current litigation			Annexure – 11
(y)	Undertaking			Annexure – 12
(z)	Affidavit			Annexure – 13
(aa)	Site Visit Declaration			Annexure – 14
(bb)	Bank Guarantee for EMD (If applicable)			Annexure – 15
(cc)	Document Checklist			Annexure – 17
(dd)	Cover letter for Financial Bid (Volume V)			Fin Form 01