



-: જાહેર નિવિદા :-
ભાવનગર મહાનગરપાલિકા
ગાર્ડન વિભાગ



ભાવનગર મ્યુનિસિપલ કોર્પોરેશન હેઠળના પૂર્વ ઝોનમાં જાહેર સ્થળોના બ્યુટિફિકેશન માટે સ્કેપ/વેસ્ટ મટિરિયલમાંથી સ્કલ્પચરની ડિઝાઇન તથા ફેબ્રિકેશન કરી સ્થાપનાના કામ કરતી સંસ્થાઓ પાસેથી ઓનલાઇન ટેન્ડર પ્રક્રિયા દ્વારા ભાવ મગાવવામાં આવે છે. રસ ધરાવનાર સંસ્થાઓ એ નીચે મુજબ ની સમય મર્યાદામાં ટેન્ડર ભરવાનું રહેશે. ૧. ટેન્ડર ભરવાની તારીખ: ૧૧/૦૩/૨૦૨૪ થી ૦૧/૦૪/૨૦૨૪ સમય: રાત્રીના ૧૧:૫૯ સુધી. ૨. ટેકનીકલ ડોક્યુમેન્ટ્સ અત્રેની કચેરીએ પહોંચાડવાની અંતિમ તારીખ: ૦૫/૦૪/૨૦૨૪ સમય: સાંજના ૫:૦૦ વાગ્યા સુધી ૩. ટેકનીકલ બીડ ખોલવાની તારીખ: ૦૬/૦૪/૨૦૨૪. ૪. પ્રાઇઝ બીડ ખોલવાની તારીખ: ૦૬/૦૪/૨૦૨૪. ટેન્ડર ખોલવાની તારીખમાં ફેરફાર કરવાનો નિર્ણય ભાવનગર મહાનગરપાલિકાનો આખરી રહેશે. આ અંગેની વિગતવાર જાહેર નિવિદા કોન્ટ્રાક્ટરોની જાણ માટે ભાવનગર મહાનગરપાલિકાના ઓફીસ બોર્ડ પર મુકવામાં આવેલ છે. તથા ઓનલાઇન વિજ્ઞાપન www.bmcgjarat.com ઉપર પણ જોઇ શકાશે. ટેન્ડર ઓનલાઇન www.nprocure.com/www.tender.nprocure.com પર જ ભરવાનું રહેશે.

ગાર્ડન સુપ્રિન્ટેન્ડેન્ટ
મહાનગરપાલિકા, ભાવનગર.



ભાવનગર મહાનગરપાલિકા
ગાર્ડન વિભાગ
વિગતવાર જાહેર નિવિદા

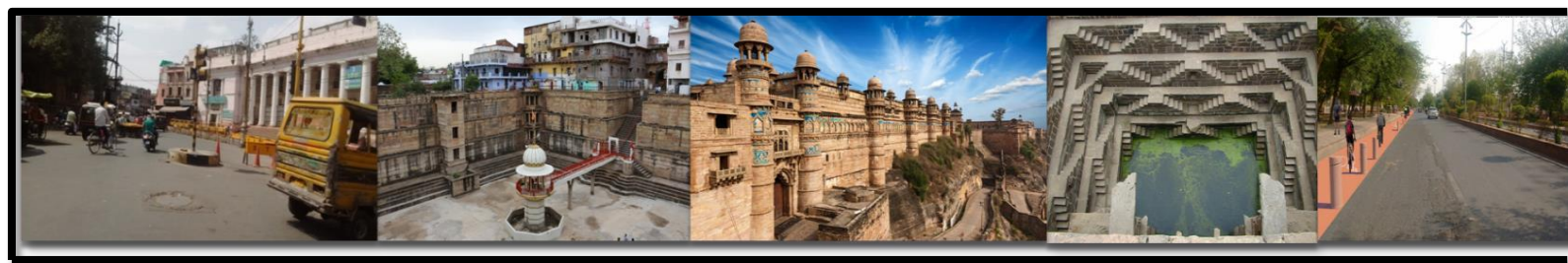


ક્રમ નં.	કામ નું નામ	ટેન્ડર ફી (નોન રીફન્ડેબલ) રૂ.	ડીપોઝીટ રૂ.
૧	ભાવનગર મ્યુનિસિપલ કોર્પોરેશન હેઠળના પૂર્વ ઝોનમાં જાહેર સ્થળોના બ્યુટિફિકેશન માટે સ્કેપ/વેસ્ટ મટિરિયલમાંથી સ્કલ્પચરની ડિઝાઇન તથા ફેબ્રિકેશન કરી સ્થાપનાના કામ	૨૪૦૦/-	૧,૦૦,૦૦૦/-

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ગાર્ડન સુપ્રિન્ટેન્ડેન્ટ

East Zone- Bhavnagar, Gujarat			
Sr. no.	Sculpture Name	Location	Estimate Cost(Rs.)
1	Ship	Opp. Akwada Gurukul, Ghogha Road	Rs. 1 Crore
2	Anchor	Near Top 3 circle	
3	Taru(Tree)	Gayatrinagar to Ring road Traffic Island, Nr. Shivaji Circle	
4	The Bull	Hill Park Circle	
5	Earth in Hand	Opp. Sardar Patel School, Kaliyabid	
6	Car	Traffic Island Opp. Sardar Patel School, Kaliyabid	
7	Scrap Trap	Bhangli Gate Circle	
8	Blackbuck	Traffic Island, Nr. Sindhu Nagar Circle	
9	Map of India	Subhas NAgar Chok Traffic Island	
10	Diamond	Valukad Chokadi Circle	



Bhavnagar Municipal Corporation

Request for Proposal (RFP)

For

Design, Fabrication and Installation of Sculpture from Scrap/ Waste material for Beautification of public places at East Zone of Bhavnagar Municipal Corporation(BMC)

Ref Number: [BMC/Garden/ /2024-25]

Bhavnagar Municipal Corporation

Sir Mangal Sinhji Road,; Near Kalanala,; Bhavnagar,; Gujarat - 364001

Ph. No.: 9978405623 ; E-mail: garden.bmcgujarat@gmail.com

Website: www.bmcgujarat.com

NOTICE INVITNG TENDER

NIT No. BMC/14/E-Tendering/2023-24

Date-

Bhavnagar Municipal Corporation(BMC) invites online bids from eligible bidders

through <https://tender.nprocure.com/> for “2nd call Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Bhavnagar Municipal Corporation(BMC)”.

The details are as under.

Sr.No.	Event's Name	Information
1.	Estimated cost of works	Rs. 1,00,00,000 (Rs. One Crore Only)
2.	Tender document Fee	Rs. 2400/- (Rs. Two Thousand four Hundred Only)
3.	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rs. One Lakh Only)
4.	Pre-bid queries at	garden.bmgujarat@gmail.com
5.	Date, Time & Place of Pre-bid Meeting	Venue:City Engineer Office, Sir Mangalsinhji road, BMC building, Kalanala, Bhavnagar Ph. No.: 9978405623 E-mail: garden.bmcgujarat@gmail.com
6.	Last date for Online Purchase of Tender Document	1/04/24 5:00 pm.
7.	Last date of Online Submission of Bids	1/04/24 5:00 pm.
8.	Date & Time for Opening of Technical Proposal	6/04/24 5:00 pm.
9.	Date & Time for Opening of Financial Proposals	6/04/24 5:00 pm.

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Section 1.0 Instructions to Bidders

1 Instruction to Bidders

1.1 General Information and Guidelines

1.1.1 Purpose

The Bhavnagar Municipal Corporation (“BMC”) seeks the services from reputed Art firms which have dealt with catalogued exhibitions / events. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in **Section 2.0** of this RFP document.

1.1.2 Joint Venture

1. Joint Venture of Art firm with catalogued exhibitions / events with some other firms (for financing purposes). Joint Venture should have associated artists with the art firm.
2. There is restriction on number of firms/ members to a maximum of three in the Joint Venture Firm.
3. The lead member of the Joint venture should be an Art Firm only.
4. In case of Joint Venture firm, The Technical bid should contain the information for each member of the consortium/joint venture firm.
5. In case of Joint Venture firm, Members of the consortium/Joint Venture Firm shall nominate one member as the lead member (the “Lead Member”) and shall be supported by Power of Attorney, signed by all the other members of the consortium/Joint Venture Firm. It should also include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
6. In case of Joint Venture firm, the Lead Member of J.V. shall have minimum share of 30% of equity capital in the consortium/joint venture in the project at all times till finalization of contract and warranty period of Art Work. The lead member along-with the associate member(s) should satisfy the proposed Eligibility Criteria.
 - a) A copy of Memorandum of Understanding (MOU) executed by the Joint Venture members shall be submitted by the Joint Venture firm along-with the tender. The complete details of the members of the Joint venture firm, their share and responsibility in the Joint Venture firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU.

- b) If the bidder is a Joint Venture firm, no change in constitution of Joint Venture Firm/consortium shall be allowed at any stage and undertaking in this regard be also submitted along with Technical Bidding Document.
- c) Once the Tender is submitted the MOU shall not be modified/altered/terminated during the validity of the tender. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful bidder, the validity of this MOU shall be extended till the currency of the contract expires.
- d) Approval for change of constitution of JV firm shall be at the sole discretion of BMC. The constitution of JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- e) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- f) In case of Joint Venture firm, the joint venture firms are allowed to submit their experience/turnover etc. for eligibility requirements individually or jointly.
- g) A member of Joint Venture shall not be permitted to participate either in individual capacity or as a member of another Joint Venture Firm in the same tender. Experience of associated artists with the art firm / joint venture will also be considered for evaluation of technical bid.
- h) The joint venture firm/s participating in the tendering can submit their bids in one joint venture only. Participation of bidding more than once individually or in group of Joint Venture/s will not be allowed.
- i) The Tender Form shall be purchased and submitted only in the name of the Joint Venture firm and not in the name of any constituent member.

- j) E.M.D. shall be submitted only in the name of the Joint Venture (JV) and not in the name of the constituent member.
- k) On finalization of award of contract to a JV firm a single Work Order Security/Performance Security shall be required to be submitted by the JV firm as per T.D. conditions before issuance of Work Order. The said Performance Security/Performance Guarantee shall be accepted only in the name of JV firm and no splitting of Guarantees/Securities amongst the members of the JV firm shall be permitted. In case the tenderer/bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- l) On issue of Letter of Award, an agreement (S.P.V.) among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the registrar of the Companies under Companies Act, or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV Firm to the BMC before signing the contract agreement for the work. This agreement format (S.P.V.) shall invariably be part of the tender condition. In case the tenderer/ bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) and Work Order Security/Performance Security shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture agreement shall have, inter-alia, following clauses:
- I. JOINT AND SEVERAL LIABILITY - The Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the BMC for execution of the project in accordance with this Tender. The JV members shall also be liable jointly and severally for the loss, damages caused to the BMC during the course of execution of the contract or part thereof.
 - II. DURATION OF THE JOINT VENTURE AGREEMENT – It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
 - III. GOVERNING LAWS–The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

- m) AUTHORISED MEMBER - Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of the work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.
- n) No members of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the BMC in respect of the said tender/contract.
- o) Documents to be enclosed by the JV firm along-with the tender:
 - I. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
 - (a) Notary certified copy of the Partnership Deed.
 - (b) Consent of all the partners to enter into the Joint venture agreement on a stamp paper of appropriate value (in original).
 - (c) Power of attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV agreement on behalf of the partners and create liability against the firm.
 - II. In case one or more members is/are Proprietary Firm or HUF the following documents shall be enclosed.
 - (a) Affidavit or Stamp Paper of appropriate value declaring that his concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf on HUF.
 - III. In case one or more members is/are limited companies the following documents shall be submitted:
 - (a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the company to sign MOU, JV agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.

- (b) Copy of Memorandum and articles of Association of the company.
- (c) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the Para (a) above.

7. All the members of the JV shall certify that they have not been Black-listed/Debarred/Banned/ restrained by BMC or any other Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.
8. Submit Undertaking by the bidder that he/she/they has/have not been banned/debarred/black- listed/restrained by BMC or any other organization of State/Central Government /undertaking/ Department.

1.1.3 Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

1.1.4 Proposal Preparation Costs

- a. The bidder shall submit the bid at its cost and expense. BMC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over BMC and BMC shall be at liberty to cancel any or all bids without giving any notice.
- b. All materials submitted by the bidder shall be the absolute property of BMC and no copyright etc. shall be entertained by BMC.

1.1.5 Pre-bid Meeting and Queries

- a. BMC will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to

the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

- b. All Bidder shall e-mail their queries to **garden.bmcgujarat@gmail.com** in the form and manner as prescribed in **Annexure 1.8**. The response to the queries will be published on <https://tender.nprocure.com>.
- c. No telephonic / queries will be entertained thereafter. This response of BMC shall become integral part of RFP document. BMC shall not make any warranty as to the accuracy and completeness of responses.
- d. BMC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, BMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring BMC to respond to any question or to provide any clarification.
- e. BMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by BMC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by BMC or its employees or representatives shall not in any way or manner be binding on BMC.

1.1.6 Amendment of RFP Document

- a. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- b. The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. BMC also reserves the right to amend the dates mentioned in this RFP.

1.1.7 Supplementary Information to the RFP

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

1.1.8 BMC's Right to Terminate the Process

BMC may terminate the RFP process at any time and without assigning any reason. BMC reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be

informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

1.2 Key Requirements of the Bid

1.2.1 RFP Document/Tender Fee

RFP can be downloaded from the website <https://tender.nprocure.com> or www.bmcgujarat.com

1.2.2 Earnest Money Deposit (EMD)

- a. In terms of this RFP, a Bidder is required submit EMD of Rs. 1,00,000 (Rupees one lakh Only) through the online system only.
- b. The Unsuccessful Bidder's EMD will be returned within 120 days from the date of opening of the financial proposal. No interest will be paid by BMC on the EMD amount and EMD will be refunded to all the bidders (including the successful bidders) without any accrued interest on it
- c. The Bid submitted without EMD, mentioned above, will be summarily rejected
- d. The EMD may be forfeited:
 - i. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - ii. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - iii. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - iv. If, during the bid process, any information is found false/fraudulent/mala fide, and then BMC shall reject the bid and, if necessary, initiate action.
- e. The decision of BMC regarding forfeiture of the EMD shall be final and binding upon bidders.

1.3 Bid Submission Instructions

1.3.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2 Bid Submission Instructions

- a. Complete bidding process will be online (e-Tendering) in three covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	
Cover 1	Proof of submission of RFP Document Fee and EMD payment receipt
Cover 2: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP. Technical Proposal should be submitted only through online bid submission process.
Cover 3: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure 4 of the RFP. Financial Proposal should be submitted through online bid submission process only.

Note: BMC will conduct the bid evaluation based on documents submitted only through online e-tendering portal.

- b. The following points shall be kept in mind for submission of bids;
- i. BMC shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - ii. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the RFP.
 - iii. BMC may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all

the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- iv. Technical Proposal shall not contain any financial information.
- v. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall not be opened.
- vi. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which BMC reserves the right to reject the proposal.

1.3.3 Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the last date of submission of the bid.

1.3.4 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5 Non-conforming Bids

Bid may be construed as a non-conforming proposal and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP
- ii. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of BMC.

1.3.6 Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at BMC's discretion.

1.3.7 Authentication of Bid

- a. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b. The Bidder should submit a Power of Attorney as per the format set forth in **Annexure 1.4**, authorizing the signatory of the Bid to commit the Bidder.

1.3.8 Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.3.9 Disqualification

Even though the Bidders meet the pre-qualifying criteria, they could be disqualified if they have:

- a. Submitted the Bid after the date mentioned in advertisement.
- b. Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- c. Submitted the Bid, which is not accompanied by the required documents or is non-responsive.
- d. Failed to provide any clarifications related thereto.
- e. Where the bidder has already submitted the Bid and is a member of entity, which has already submitted the Bid, or vice versa.
- f. Violates any other condition mentioned herein before/herein after.
- g. If any such information which would have entitled BMC to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, BMC reserves the right to cancel the pre-qualification of the bidder at any later stage too, without assigning any reason thereof.
- h. Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- i. Where the bidder has been declared as defaulter or blacklisted by BMC/ Bhavnagar Municipal Corporation before the date of opening of techno commercial Bid

1.3.10 Due diligence by the Bidders

- a) Bidders are encouraged to inform themselves fully about the Project and the Incubation Centre Site, by visiting the project site, sending written queries (if any) to the BMC, attending Pre Bid Meetings on the date and time as stipulated
- b) The Bidders are also advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- c) The response to this RFP shall be full and complete in all respects. Failure to furnish any information required by the RFP or submission of a proposal not substantially responsive to the RFP in any respect will be at the bidder's risk entirely and may result in rejection of its Bid. .
- d) The BMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

1.4 Evaluation Process

- a. BMC will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by BMC shall evaluate the responses to the RFP (Cover 1, Cover 2 and Cover 3) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. The BEC may seek inputs from their professional, external experts in the Bid evaluation process.

1.4.1 Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened online.
- b. BMC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - Bid Security/EMD and Technical Proposal
 - Stage 2- Financial Proposal
- d. The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Financial Proposals of only those bidders who fulfill the technical qualification criteria will be opened.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for BMC, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, BMC will continue process and open the bids of the all bidders
- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. BMC has the right to reject the bid after due diligence is done.

1.4.2 Evaluation of Technical Proposals

- a. BMC shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the Cover 1 are as per requirements of the RFP, BMC shall open Cover 2 marked "Technical Proposal". Each of the Technical qualification condition mentioned in **Section 1.4.3** of the RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.

- b. BMC will review the technical bids of the bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at BMC’s discretion.
- c. The Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.
- d. At any time during the Bid evaluation process, BMC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- e. BMC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- f. BMC reserve the right to accept or reject any or all bids without giving any reasons thereof.
- g. BMC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals. The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

1.4.3 Pre- Qualification Criteria – Technical and Experience

S No	Qualification Criteria	Documents required
1	The bidder shall have experience of at least three art projects within the last five years as on the last date of bid submission	Work order and Work completion certificate from client
2	The bidder must have conducted at least 2 Catalogued Events / Art Exhibitions.	Supporting documentation and undertaking by the authorised signatory of the bidder
3	The bidder should have at-least a team of 5 artists who are professionally qualified as Bachelor of Fine Arts/Master of Fine Arts from recognized university or institutions and should have experience with minimum 2 years of working as a professional artists. All artists should have worked with Waste/Scrap material	Documents to prove the qualification and undertaking by the authorised signatory of the bidder for work experience.
4	Average annual Turnover of the bidder of last three financial years i.e. 2021-2022, 2022-2023, 2023-2024), should not be	Audited financial statements and Certificate from the Statutory auditor/ Chartered Accountant,

S No	Qualification Criteria	Documents required
	less than Rs. 90 lacs (Rs. Ninety Lacs).	clearly specifying the turnover of the Bidder
5	The bidder shall have positive annual Net Worth (the "Financial Capacity") for the last three financial year 2021-2022, 2022-2023, 2023-2024).	Audited financial statements and Certificate from the Statutory auditor/ Chartered Accountant, clearly specifying the turnover of the Bidder
6	The firm shall have valid PAN and GSTIN Registration	Self-attested copy of PAN and GSTIN registration
7	The Bidder should not have been blacklisted by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.	Undertaking by the authorized signatory as per the format given as per the RFP document

1.4.4 Technical Evaluation

The Evaluation Committee will review the Technical Bid of the bidders to determine whether the technical information is sufficiently responsive. Bids that are not substantially responsive are liable to be disqualified at BMC's discretion. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get Technical Score of more than or equal to 75 marks in Technical Evaluation will qualify for Commercial Evaluation stage. Weightages of bidder's ability shall be applicable as below:

S.no	Attribute	Evaluation Criteria	Points
1.	Technical Qualifications	<p>Presentation of art and Creativity for Converting waste to best for proposed work- 20 marks</p> <p>Quality, Creativity and expertise of previous similar work done- 30 marks</p> <p>Catalogued Events/ Art Exhibitions - 20 Marks</p>	70
2.	Price Bid Evaluation	<p>Price Bid</p> <p>L1- 20 Marks</p> <p>L2- 15 Marks</p> <p>L3- 10 Marks</p> <p></= L4- 5 Marks</p>	20

5.	Average annual Turnover of the bidder of last three financial years i.e. (2021-2022, 2022-2023, 2023-2024)	less than Rs. 90 lacs – 5 marks Rs. 90 lacs or above – 10 marks	10
Total			100

1.4.5 Financial Proposal Evaluation

- a. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b. Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at BMC’s discretion.
- c. Financial Proposals of Bidders that are not meeting the condition mentioned in **Clause 1.4.3** above shall be liable for rejection.
- d. Total Cost of Bid (TCB) shall be calculated based on the financial proposal format given in the RFP
- e. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

1.5 Award of Contract

1.5.1 Award Criteria

The financial proposal of technically qualified bidders will be opened. The award criteria shall be L1 (Lowest Financial Bid).

1.5.2 Letter of Acceptance

Prior to the expiration of the period of bid validity, BMC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder’s furnishing of Performance Bank Guarantee, BMC will promptly notify each unsuccessful bidder.

1.5.3 Signing of Contract

BMC shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with BMC within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by BMC.

1.5.4 Failure to Agree With the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event BMC may invite the next best bidder for negotiations or may call for fresh RFP.

1.5.5 BMC's Right to accept any Bid and /or reject any or all bids

BMC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or 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 BMC's action.

1.5.6 Performance Security

- a) The Successful Bidder shall, within fifteen (15) working days from the date of issuance of LOA at its own expense submit unconditional and irrevocable Performance Security for an amount equivalent to 5% of the contract payable in the name of the Municipal Commissioner, Bhavnagar Municipal Corporation.
- b) The performance security shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 5](#), payable on demand, for the due performance and fulfilment of the Contract by the Successful Bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the performance security shall be borne by the Successful Bidder.
- d) The performance security shall be valid for at least 180 (one hundred and eighty) days post the expiry date of the Contract Period. No interest shall be payable on the performance security.
- e) In case the project is extended beyond the project schedule as mentioned in the RFP, the performance security shall be accordingly extended by the Successful Bidder.
- f) In the event of the Successful Bidder being unable to service the requirements for whatever reason, BMC would invoke the performance security. Notwithstanding and without prejudice to any rights whatsoever of BMC under the requirement in the matter, the proceeds of the performance security shall be payable to BMC as compensation for any loss resulting from the Successful Bidder's failure to complete its

obligations under the requirements set in by BMC. BMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the obligation(s) for which the Successful Bidder is in default.

- g) BMC shall also be entitled to make recoveries from the Successful Bidder's bills, performance security, or from any other amount due to him, the value equal to any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- h) The performance security may be discharged/ returned by BMC upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract.

Section 2.0

Scope of Work

2 Scope of Work and Terms of Reference

2.1 The detailed Scope of work:

- a) Designing, Fabrication, Installation of 20 nos. sculpture from Scrap/waste material.
- b) A period of 30 days from the date of handover of finalized site by BMC shall be provided per sculpture for finishing.
- c) The venues/locations will be finalized in consultation with BMC.
- d) The bidder shall also be required to maintain the structure in terms of finishing, painting etc. for a period of 3 years from the date of completion of the structures.

2.1.1.1 Scope of Work for BMC

- a) Venue/location for the art works
- b) Iron/steel scraps only will be provided by the Authority. Rest all the raw materials required for the artworks will be arranged by the bidder.
- c) All necessary permissions to work and use heavy equipment at the site

2.1.1.2 Scope of Work for Bidder

- a) All materials, workmanship, transportation, fabrication, erection, finishing works etc. required for completing the approved design will be the sole responsibility of the bidder.
- b) Any and all binding materials (such as cement, mortar, cloth, etc.) with respect to creation of the sculptor shall be arranged by the bidder.
- c) Onsite safety kits and first aid to all artists & workers by the bidder.
- d) Curation / Conceptualization of the artworks using the waste material/scarp
- e) 3D visualization of designs for each sites will be provided by the bidder and will commence the work only after the approval of design from BMC.
- f) Videography & photography of the art camp will be done by the bidder.
- g) Work targets to promote large scale Waste to Art and with proper art work to ascertain attractive visibility in public places such as parks, market places, Municipal Schools etc.
- h) Daily monitoring of the nominated site as earmarked will be done by the bidder as well officials of the BMC.
- i) The agency should provide all necessary consultancy/assistance as & when required by BMC to ensure the maintenance of the executed art work in form of methodology

preparation monitoring the repair/maintenance work and executing touch ups for a period of 3 years from the completion of the sculptor.

- j) Review matters related to safety and environment management measure.
- k) All artworks must be original pieces of art and not copies of any existing artwork.
- l) All artworks should be true representations of the creative vision of each artist and in line with their existing body of work.
- m) All artworks must be strong curatorial and be submitted with a support document/curated note explaining its significance and relevance.
- n) All artworks need to be self-standing and structurally strong. They should not need or warrant any structural support at the installation sites.
- o) All artworks need to be of good quality and be time and balance perfect.

2.1.1.3 Payment Terms for Regular Activities

- a) The services delivered will be reviewed and approved by BMC and 100% payment will be made after the completion of the work.
- b) Provision for Mobilization advance not exceeding 10% of the total Contract Price can be paid to the Successful Bidder against a Bank Guarantee of the same value, the guarantee shall remain effective until the advance payment has been repaid.

2.1.1.4 Penalty for non-adherence to schedule:

- a) A penalty of 2% per week of delay in completion will levied on the successful bidder. The maximum penalty will be limited to 10% of the contract value beyond which BMC may terminate the contract and may forfeit the performance security of the contractor.

2.1.1.5 Specification of Sculptures

S.NO	DESCRIPTION OF ITEM	QUANTITY
1	Waste to Art Work Category 1 (Category 1 artwork - Minimum area - 20 cubic feet) Minimum Height of artwork - 4 feet Sculpture with Art work	
2	Waste to Art Work Category 2 (Category 2 artwork - Minimum area - 90 cubic feet) Minimum Height of artwork - 4 feet	
3	Waste to Art Work Category 3 (Category 3 artwork - Minimum area - 180 cubic feet) Minimum Height of artwork - 4 feet	

Section 3.0

Annexures

3 Annexures

Annexure 1.1 - Check-list for Technical Proposal

S No.	List of Document	File Name	Submitted (Y / N)	Description
1	Proof of Tender Fee and EMD submitted			Date: EMD Mode: Reference No:
2	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s)
4	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 1.4			Date of PoA: Name of Authorize Person:
5	Copy of Certificate of Incorporation / Registration of Company			Registration Number: Date of Incorporation:
6	Copy of Annual Turnover Certificate for the last 3 (Three) financial years 2021-2022, 2022-2023, 2023-2024) As per format provided at Annexure 1.5			Year-wise details of Average Turnover:
7	Copy of Work order and completion certificate. As per format provided at Annexure 1.6			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:
8	Declaration for not blacklisted by Central/State Government/ PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at Annexure 1.7			Reference No: Date of Letter:
11	Project Undertaking			As per Annexure 2

Annexure 1.2 –Bid Cover Letter

(To be submitted on the Letterhead of the Bidder)

To

Date:

Municipal Commissioner
Bhavnagar Municipal Corporation(BMC), Bhavnagar, Gujarat

Subject: Bid for “**Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Bhavnagar Municipal Corporation(BMC)**”

RFP Reference No: _____

Dear Sir/Madam,

With reference to your “Request for Proposal for “**Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Bhavnagar Municipal Corporation(BMC)**”, we hereby submit our Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.

We have submitted EMD of INR [Rs. 1 Lacs] and Tender fee of INR [Rs. 24000] online through e-Tendering Portal (<https://tender.nprocure.com>)

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We agree to abide by our offer for a period of 180 days from the date of opening of technical proposal prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

- a) to supply the services as stipulated in the RFP document
- b) to undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

We affirm that the prices quoted are inclusive of all out of pocket expenses, taxes, levies discounts etc.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We understand that the BMC may cancel the bidding process at any time and that BMC is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact the following:

Name: _____ Email: _____

Contact Details: _____

Thanking you,

Yours sincerely,

(Signature of the bidder)

Name

Designation

Seal

Place:

Business Address:

Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidder:	
3.	Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	EPF Registration No	
7.	Service Tax Registration No.	
8.	GSTIN No.	
9.	Permanent Account Number (PAN)	
10.	Revenue for the last 3 financial years (Year wise)	
11.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
12.	Telephone number of contact person:	
13.	Mobile number of contact person:	
14.	Fax number of contact person:	
15.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

Annexure 1.4. - Format of Power of Attorney for Signing of Proposal

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

Power of Attorney

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr. / Ms.

----- R/o (name and address attorney, to do in our name and on our behalf, all such acts, deeds and things ----- as our of residence) who is presently employed with us and holding the position of _____, necessary in connection with or incidental to the bid for Designing, Fabricating, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Bhavnagar Municipal Corporation(BMC), including signing and submission of all documents and providing information/ responses to BMC representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Applicant.

The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(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 executant(s) 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 executant(s).

Annexure 1.5 – Format for Annual Turnover

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Financial Years (2020-21, 2021-22, 2022-23).

Financial Information			
Financial Year	2021-22	2022-23	2023-24
Annual Turnover (in Lakhs)			
AVERAGE ANNUAL TURNOVER			
Note: Annual turnover should be certified by CA/Statutory Auditors.			

Annexure 1.6. - Format for Project Citation

S No	Item	Details	Attachment Ref. Number
1.	Name of the Project		
2.	Date of Work Order		
3.	Client Details		
4.	Scope of Work		
5.	Contract Value		
6.	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.

Annexure 1.7 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

To

Date: _____

Municipal Commissioner
Bhavnagar Municipal Corporation(BMC), Bhavnagar, Gujarat

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: _____

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, BMC reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure 1.8 - Format of sending pre-bid queries

RFP Reference No: _____

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification		Telephone, Fax and E-mail of the organization Tel: Fax: Email:		
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

Annexure 2: Format for Project Undertaking

(On the Letterhead of the Bidder)

PROJECT UNDERTAKING

To:

Date:

Municipal Commissioner
Bhavnagar Municipal Corporation(BMC), Bhavnagar, Gujarat

Subject: Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Bhavnagar Municipal Corporation(BMC)

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by BMC.

We hereby agree and undertake as under:

We abide by guidelines and procedures for and we agree to bind ourselves by the Bid Documents.

We shall abide by the scope of work mentioned under Section 2.0 and all the terms and conditions stipulated in this RFP.

We have gone through the scope of work and have made our independent assessment of expenses involved in operation and management and based on this assessment we are submitting our bid.

Any direct or indirect deviations from the terms of the Bid Documents, if any in our Proposal, are hereby revoked unconditionally.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Dated this.....Day of..... 2024.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Annexure 4: Financial Proposal

(On the Letterhead of the Bidder and to be submitted as part of the online financial proposal only)

To

Date: _____

Municipal Commissioner
Bhavnagar Municipal Corporation(BMC), Bhavnagar, Gujarat

Sub: Financial Bid for **“Design, Fabrication, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under Bhavnagar Municipal Corporation(BMC)”**

RFP Reference No: _____

Dear Sir/Madam,

We, the undersigned, offer to provide the services in accordance with your Request for Proposal dated [Date] and our Proposal - Technical and Financial Proposals. The amount is inclusive of out of pocket expenses, miscellaneous expenses and exclusive of GST. All the fee quoted in this bid shall be valid for the entire contract duration, and no escalation will be payable.

Our following Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., <<Date>>.

S.NO	DESCRIPTION	AMOUNT in Rs
1	As per scope given in tender document Design, Fabrication, and Installation of 10 Sculpture from Scrap / Waste Material for beautification of public places under Bhavnagar Municipal Corporation (BMC).	

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Annexure 5: Performance Security

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To

Municipal Commissioner
Bhavnagar Municipal Corporation(BMC)

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Designing, Fabricating, and Installation of Sculpture from Scrap / Waste Material for beautification of public places under BMC >” WHEREAS

M/s. “<Name of the Successful bidder>” a <company/firm/partnership/or as applicable> registered under the < appropriate registration authority as applicable> having its registered office at < Address of the Successful Bidder> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “<Name of the Project>” (Hereinafter, referred to as “Contract”) with you.

We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR_____/- > < (Rs. (in word)s only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we <name of the bank>, <address of the bank>, have agreed to issue this Performance Bank Guarantee.

Therefore, we <name of the bank>, <address of the bank> hereby unconditionally and irrevocably guarantee you as under:

1. In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <INR > < Rupees (in words) only> without any demur.

2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall continue and hold good till **<total period of validity of PBG>**, subject to the terms and conditions in the said Contract.
4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until **<total period of validity of PBG>**.
5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
6. We hereby expressly waive all our rights: Requiring to pursue legal remedies against **BMC**; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.
7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
8. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to <INR___>/- < Rs. (in words) only>, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before <total period of validity of PBG>, from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day.....2024.

Yours faithfully,

For and on behalf of the <name of the bank>,

Signature with Stamp & Seal)

Designation

<name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.