



**EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF AGENCIES FOR
PROVIDING TECHNICAL MANPOWER TO
BHUBANESWAR SMART CITY LIMITED**

**Bhubaneswar Smart City Limited
5th Floor, Bhawani Mall, Saheed Nagar
Bhubaneswar, Odisha**

DISCLAIMER

1. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Expression of Interest document or the EOI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the address mentioned below latest by 3.00 P.M. of 22.2.2019. In case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

Bhubaneswar Smart City Limited

5th Floor, BSCL, Bhawani Mall, Saheed Nagar
Bhubaneswar, Odisha
bbsr.bscl@gmail.com

2. Neither BSCL nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source(s) before submission of their EOI.
3. Neither BSCL nor their employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
4. BSCL reserves the right, without any obligation or liability, to accept or reject any or all of the Eois, and at any stage of the process, to cancel or modify this solicitation process, or any part thereof, or to vary any of the terms and conditions, or to cancel this solicitation process to initiate a new process without assigning any reason whatsoever.
5. Neither BSCL nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays.
6. The applicable laws for the purpose are the laws of India. Courts of Bhubaneswar will have jurisdiction concerning or arising out of this EOI document.
7. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning to this project.

DEFINITIONS AND INTERPRETATION

In this Volume of the EOI, unless the context otherwise requires, capitalized terms shall have the meaning given below

“Addendum or Addenda”	means an addendum or addenda to the EOI.
“Annexure”	means an annexure to this Volume of the EOI.
“Authority”	Means the Bhubaneswar Smart City Limited (BSCL) or its authorized representatives who has invited Applications from competent and interested parties for empanelment under BSCL for providing technical manpower to BSCL.
“Applicable Law”	Means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.
“Application”	Means a single business entity, including a sole proprietor or a partnership firm or a limited liability partnership firm or a company, who submits an Application for empanelment / eligibility and qualification submission along with EOI document fees under this EOI within the stipulated Due Date and Time of submission.
“Authorized Signatory”	Means the Person Authorized by the firm to sign the Application, correspond with the Authority, make representation to the Authority as part of EOI / bidding process and sign the contract on behalf of the Applicant / bidding firm through valid Authorization document in his/her favour.
“EOI Process/ Empanelment Process”	means the process adopted by BSCL for empanelment of the Selected Applicants on the terms and conditions set out in the EOI, which has commenced with the issuance of the EOI and which will end on the date of final empanelment of selected applicants is over.
“Earnest Money Deposit (EMD)”	Means Security deposit to be furnished by the Applicants at EOI stage in accordance with provisions of this EOI.

BHUBANESWAR SMART CITY LIMITED
EMPANELMENT OF AGENCIES FOR PROVIDING TECHNICAL MANPOWER
NOTICE INVITING EXPRESSION OF INTEREST

EOI No 326

dated 1.2.2019

Period of availability of EOI document:

01.2.2019 to 22.02.2019

(Downloadable from website:

www.smartcitybhubaneswar.gov.in

Submission of queries by:

11.2.2019

Date and time of Pre Eoi:

12.2.2019 at 11.30 AM.

Last date for receipt of EOI:

22.2.2019 till 3 PM

(Through Speed Post /Registered post/Courier only).

Place of submission of EOI:

Bhubaneswar Smart City Limited

5th Floor, BSCLBhawani Mall, Saheed Nagar

Bhubaneswar, Odisha

Date and Time of EOI opening:

22.2.2019 at 4.30 PM

For further information:

Bhubaneswar Smart City Limited

5th Floor, Bhawani Mall, Saheed Nagar

Bhubaneswar, Odisha

bbsr.bscl@gmail.com

1. INTRODUCTION

BSCL intends to empanel agencies for providing Technical Man-power for its projects/ schemes/ plans as detailed out in the relevant sections. The empanelment of firms shall be valid initially for a period of **3 (three) years**. BSCL reserves the right to extend the empanelment period by another 2 (two) years on the same or mutually agreed terms & conditions subject to satisfactory performance.

Agencies (henceforth "Firm") with experience in this area are invited to submit their applications for the same.

2. SCOPE OF SERVICES

The detailed scope of services of the selected agency shall be provided at the time of requesting for submission of Proposals (RFP Stage); however the brief scope of services shall be as follows,

1. The selected agency shall be responsible for supply of technical manpower as per the requirements of BSCL such as Engineering and Management Professionals such as Civil, Infrastructure, Electrical, Electronics, Procurement, Planning and Architecture, Transport etc. as per requirements.
2. The selected agency shall be responsible for compliance related to all applicable statutory Act, Rules and Regulations.
3. Manpower provided by the selected agency shall be stationed in the designated offices / work placed of BSCL.

3. MANDATORY REQUIREMENTS:

3.1. Eligible Applicant

- 3.1.1. The Applicant should be a single business entity (the "Single Business Entity"). A Single Business Entity shall mean a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008 or a sole proprietorship firm.
- 3.1.2. Consortiums of firms are not eligible to apply for the empanelment.
- 3.1.3. The applicants need to submit recent tax clearance certificate (IT etc.) as per relevant Act.
- 3.1.4. Applicant(s) should not have been blacklisted by any Central/ State Government/ Public Sector.
- 3.1.5. Applicant(s) should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI & RFP stage and in execution of agreement.
- 3.1.6. Consortium is not permitted to participate in the Empanelment. Only Single Applicant is/are permitted to submit applications. The Applications / Eligibility and Qualification Submission of the Applicant(s) submitting as Consortium shall be termed as Non Responsive and rejected.

3.2. Conflict of interest

- 3.2.1. An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Empanelment Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the Empanelment Process, if the relationship

between two Applicant is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

3.2.2. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

- a) **If Applicant is a Company:** In such case, the Applicant (including its Member or Associate or any share holder thereof of Applicant and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. and/or Other Applicant, its Member or Associates which is a Proprietorship Firm.
- b) **If Applicant is a Partnership Firm:** In such case, the Applicant or its Partners or Associate having a profit sharing of more than 25% of such Applicant or its Partners or Associate as the case may be also holds:
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm, and/or Other Applicant, its Member or Associates which is a Proprietorship Firm.
- c) **If Applicant is a Proprietorship Firm:** In such case, the Applicant or its Proprietor or Associate of such Applicant or its Proprietor or Associate as the case may be also holds;
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. and/or other Applicant, its Member or Associates which is a Proprietorship Firm.

3.2.3. It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 of the Companies Act 2013.

3.2.4. a constituent of such Applicant is also a constituent of another Applicant; or.

3.2.5. such Applicants receives or has received any direct or indirect subsidy from any other Applicant/s, or has provided any such subsidy to any other Applicants; or

3.2.6. such Applicants has the same legal representative for purposes of this Application as any other Applicants; or

3.2.7. such Applicants has a relationship with another Applicants, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicants.

3.3. **Fraud and Corrupt Practices**

3.3.1. Applicants and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in the EOI, Authority may reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Empanelment Process.

3.3.2. Without prejudice to the rights of Authority under Clause above, in the event that an Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Empanelment Process, such Applicant will not be eligible to participate in any tender or request for proposal issued by Authority either indefinitely or for a period of time specified by Authority, from the date such Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

3.3.3. For the purposes of this Clause, the following terms will have the meaning given to them below:

(a) **corrupt practice** means:

offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Empanelment Process or has dealt with matters concerning the agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Empanelment Process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project, the Empanelment Process or the agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but his assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the EOI, nor will this restriction apply where such adviser is engaged after the expiry of the term of the agreement.

(b) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation;

(c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;

- (d) undesirable practice means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (B) having a Conflict of Interest (as set out in above Clause); and
- (e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the Empanelment Process.

4. ELIGIBILITY CRITERIA

- 4.1. The applicant should have experience in the business of manpower supply and associated services for a period of at least Ten (10) years.
- 4.2. The applicant desirous of being empanelled shall have experience of 2 (Two) nos. of successful completion of providing manpower with atleast 150 Head counts, the work orders of which shall be atleast Rs.1 crore each or above in a single work order during the last 5 financial years. (*Certificate from the appropriate authority shall be enclosed to substantiate the fact*).
- 4.3. The applicant shall have minimum average annual turnover of Rs.100 crores or above during the last 3 financial years (2017-18, 2016-17 and 2015-16).
- 4.4. The applicant must have valid Labour Department license registration/ permissions for undertaking the activities. In the event of non availability of labour license, the applicant shall submit an undertaking for furnishing the same before the signing of contract.

No.	Parameter	Total/Maximum Marks
1.	FINANCIAL CAPACITY OF BIDDER	
	If Turnover = or > 100 Crores = 25 marks For every additional turnover of Rs.20 Crores, the applicant shall get additional mark of 1 mark subject to maximum marks of 35 marks.	35
2.	TECHNICAL CAPACITY OF BIDDER	
	If the applicant has 2 work orders each of value Rs. 1 Crore or above for providing technical manpower to organizations (private/Govt.) = 25 marks For every additional work order of Rs 1 Crore or above, the applicant shall get additional mark of 1 mark subject to maximum marks of 35 marks	35
3.	PRESENTATION	
	The Applicants shall present relevant experience of the firm, existing manpower strength and managerial staffs, experience of working with Govt/PSU/Multi national companies/ companies of national repute etc.	30
	TOTAL	

5. EMPANELMENT SCHEDULE

Authority shall endeavor to adhere to the following schedule:

Event / Description	Time / Date
Period of availability of EOI	01.02.2019 to 22.2.2019 till 3 PM
Last Date of Submission of Queries	11.2.2019
Date and time of Pre-Eoi meeting	12.2.2019 at 11.30 A.M. in the conference hall of BSCL.

Last date of receipt of EOI	22.2.2019 by 3.00 PM.
Place for Opening Applications	Conference Room Bhubaneswar Smart City Limited 5th Floor, Block – 1, BSCL Bhawani Mall, Saheed Nagar Bhubaneswar, Odisha
Date and time of EOI opening	22.02.2019 at 04.30 P.M.

6. CLARIFICATIONS

- 6.1. Any Applicant seeking a clarification with regard to the EOI may address the request in writing to Authority, at **bbsr.bscl@gmail.com**. All e-mail queries or clarification requests should be received on or before the last date for receiving queries, as specified in the Empanelment Schedule.
- 6.2. Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Empanelment Schedule. Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on Website(s). It shall be the responsibility of the Applicants to check Authority's Website(s) for the responses to the queries or requests for clarifications. Authority may, but shall not be obliged to, communicate with the Applicants by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- 6.3. Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. Authority may, of its own initiative, if deemed necessary, issue clarifications to all the Applicants. Verbal clarifications and information given by Authority or any other person for or on its behalf shall not in any way or manner be binding on Authority.
- 6.4. Queries in writing should be sent to Authority by the date and time specified in Empanelment schedule at the address given in clause no. 10.3. The queries shall also be mailed to **bbsr.bscl@gmail.com**.
- 6.5. Authority may conduct further road shows and pre-application meetings, if it deems necessary.
- 6.6. The clarifications will be uploaded on Website(s) and shall form part of the EOI.

7. AMENDMENT OF EOI:

- 7.1. Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant in writing, may choose to modify the EOI by issuing an addendum before the Application Due Date.
- 7.2. Any modification to the EOI following the Pre-Application Meeting will be made by Authority only by issuing an Addendum.
- 7.3. Any Addendum issued before the Application Due Date shall form part of the EOI and shall be published on www.smartcitybhubaneswar.gov.in
- 7.4. Each Addendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum and Authority will assume no responsibility for non-receipt of the Addendum by any Applicant.
- 7.5. To give prospective Applicants reasonable time in which to take any Addendum into account in preparing their Applications, Authority may, at its sole discretion, extend the Application Due Date.
- 7.6. Any oral statements made by Authority or its advisors regarding the Empanelment Process, the EOI or

on any other matter, including oral clarifications or information provided by or on behalf of Authority at the meeting shall not be considered as amending the EOI.

7.7. Authority may, but shall not be obliged to, issue the revised EOI reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the Empanelment Schedule. If issued by Authority, the revised EOI shall be definitive and binding and Authority shall not entertain any deviations from the revised EOI at the time of submission of the Application or thereafter.

7.8. Authority will assume that the information contained in or provisions of the revised EOI, if issued, will have been taken into account by the Applicant in its Application. Authority assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the revised EOI or for any consequent losses suffered by the Applicant.

8. FORM FOR EMPANELMENT AND DETAILS OF APPLICATION

8.1. Authority has adopted a Two-stage selection process for award of the Project(s). In the first stage the applicants shall qualifying in evaluation shall be empanelled and in second stage the projects shall be tendered amongst the empanelled agencies for award of projects. In this stage, the applicants are required **to submit a single Application** for empanelment only.

8.2. The Application submitted by Applicant shall comprise the following:

Annexures	Description
Annexure A1	Covering letter
Annexure A2	Description of the entity / Applicant
Annexure A3	Power of attorney for appointing the signatory
Annexure A4	Summary of Technical Experience
Annexure A5	Summary of Financial Strength
Annexure A6	Formant of EMD (BG)

It is clarified that all certificates to be issued by the statutory auditor of the Applicant/Member/Associate shall be issued on the letterhead of such statutory auditor.

9. VALIDITY OF THE APPLICATION:

9.1. Each Applicant shall indicate that it is a firm and irrevocable application, and shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Application Due Date or till empanelment process is over. Non-adherence to this requirement may be a ground for declaring an Application as non-responsive.

9.2. In exceptional circumstances, prior to the expiry of the Application validity period, Authority may request the Applicants in writing to extend the Application validity period. Applicants who agree to extend the Application validity period shall also extend the validity of the EMD for an equivalent period. An Applicant may refuse to extend the Application validity period without forfeiture of its EMD. An extension of the Application validity period will not entitle an Applicant to modify its Application.

10. PREPARATION OF APPLICATION

- 10.1. Each Application must be typed or written in indelible ink and each page of the application should be physically signed by the Authorised Signatory. The name and position held by the person signing the Application must be typed or printed below the signature.
- 10.2. All pages of Application must be physically initialed by an authorized signatory of the Applicant. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.
- 10.3. The Applications shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Applicant.
- 10.4. While submitting the Applications, if the space provided in the prescribed forms in the Annexures is insufficient, the Applicants may format the prescribed forms for making due provision for incorporation of the requested information.
- 10.5. The Applicant shall be responsible for all the data provided in the Application. The Applications should be prepared in reasonable detail to enable Authority or its nominated agencies/advisors to evaluate the Applications for selection of the Applicant.
- 10.6. Each Applicant is advised to carry out necessary technical surveys, site visit, field investigations, market and demand assessment, etc. at its own cost and risk, before submitting its Application.

11. SUBMISSION OF APPLICATION

- 11.1. The Applicant(s)is/are required to submit the one set of original Application along with a copy of same in sealed envelopes, clearly marked as follows:

“Application for Empanelment of agencies for Providing Technical Manpower to Bhubaneswar Smart City Limited”

(One Original + One Copy)

DO NOT OPEN BEFORE SPECIFIED TIME ON APPLICATION DUE DATE

Submitted By: [Name, Address & Contact Details of the Applicant]

Sealed envelope (i.e., the envelope containing One Original + One Copy of the Application) shall clearly indicate the name, address and contact details of the Applicant.

- 10.1 If the envelopes are not sealed, marked and submitted as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Applications and consequent losses, if any, suffered by the Applicant.
- 10.2 Each Applicant shall submit as part of its Application:
 - a) the original Application and 1 (one) copy of the Application. The original shall be labelled "ORIGINAL" and the copy shall be labelled "COPY"; and,
In the event of any discrepancy between the original and the copy, the original will prevail.
- 10.3 The Applications shall be submitted to the following address:

To,

The Chief Executive Officer
Bhubaneswar Smart City Limited
5th Floor, Bhawani Mall, Saheed Nagar
Bhubaneswar, Odisha

An Application submitted by an Applicant to any address other than the above mentioned address will not be considered for evaluation.

- 10.4 Each Applicant shall be permitted to submit only 1 (one) Application for Empanelment. An applicant who submits or participates in more than one Application(s) for Empanelment shall cause all the Applications with the Applicant's participation to be disqualified.
- 10.5 The Applications should be received at the above address on or before Application Due Date & time. Applicants shall submit their Applications by hand delivery / registered post/speed post/courier only so as to reach the designated address by the Application Due Date. For submission of Applications, there will be no drop box facility available. Applications submitted by fax or e-mail shall not be entertained and shall be rejected. Further, if any Application is received after the specified time on the Application Due Date, it shall be rejected and shall be returned unopened to the Applicant.
- 10.6 Authority or any of its agencies/consultants/advisors shall not be responsible for any delay in receipt of the Applications. Any Application, received after the Application Due Date shall not be opened or evaluated and shall be deemed to be rejected for all purposes
- 10.7 Applicants may be required to periodically update, at any time as may be notified by Authority, the information submitted in their Applications as regards the following:
- a) evidence of access to project funding and its sources; and
 - b) complete balance sheet of the Applicants.
 - c) Technical qualification / experience of the firm, etc.
- 10.8 The Applicant shall bear all costs associated with the preparation and submission of its Application, including data collection, analysis, design, etc. Neither Authority nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the Empanelment Process.

12. ACKNOWLEDGEMENT BY THE APPLICANT:

- 11.1 It shall be deemed that by submitting the Application, the Applicant has:
- (a) made a complete and careful examination of the information provided in the EOI;
 - (b) received all relevant information requested from Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Authority;
 - (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Application, development of the Project in accordance with the EOI and performance of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority; and
 - (f) agreed to be bound by the undertakings provided by it under and in terms of the EOI.

11.2 Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the EOI or the Empanelment Process, including any error or mistake therein or in any information or data given by Authority.

11.3 It will be deemed that by submitting the Application, an Applicant agrees and releases Authority and its employees, agents and advisors, 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 the EOI and/or in connection with the Empanelment Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

13. MODIFICATIONS OR WITHDRAWALS OF APPLICATIONS

12.1 Any Applicant may modify or withdraw its Application after submission but prior to the Application Due Date, provided that Authority receives a written notice of the modification or withdrawal prior to the Application Due Date. The responsibility of submitting the modified Application, if any, by the Application Due Date, will rest solely with the Applicant.

12.2 No Applicant shall be allowed to modify its Application after the Application Due Date.

12.3 Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.

12.4 The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the EOI with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

12.5 If Authority receives a withdrawal notice before the specified time on the Application Due Date, then Authority shall return the Application to such Applicant unopened, and the EMD, if any, submitted by the Applicant.

12.6 If Authority receives a substitution notice from an Applicant before the specified time on the Application Due Date, then the Applicant will be allowed to substitute its original Application, which shall be returned unopened.

14. MISCELLANEOUS INSTRUCTIONS TO APPLICANTS:

13.1 All Applicants should note the following:

- (a) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring an Application non-responsive.
- (b) All communication and information should be provided in writing and in English language.
- (c) All financial data shall be in Indian Rupees.
- (d) The metric system, except for description of land, shall be followed for units. All land related information will be provided in Acres.
- (e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.

- (f) Authority or any of its agencies/consultants/advisors reserve the right to seek additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority.
- (g) Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
- (h) If any claim made or information provided by the Applicant in the Application or any information provided by the Applicant in response to any subsequent query by Authority or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Authority or any of its agencies/consultants/advisors, and if Authority or any of its agencies/ consultants/ advisors, is adequately satisfied.

15. EARNEST MONEY DEPOSIT:

- 15.1. The Applicants are required to submit an Earnest Money Deposit (EMD) of **Rs. 1.50 Laks (Rupees One Lakhs Fifty Thousand Only)** along with its Application.
- 15.2. The EMD shall be in the form of an account payee demand draft / pay order / banker's cheque from a scheduled commercial/nationalized bank in India in favour of "**Chief Executive Officer, Bhubaneswar Smart City Limited**", and payable at "**Bhubaneswar**", or an unconditional and irrevocable bank guarantee, in the format set out at Annexure A6. The Bid Security shall remain valid for a period of 240 days (Two hundred and Forty days) from the Application Due Date.
- 15.3. Any Application not accompanied by an acceptable EMD, in the manner stated above, shall be summarily rejected by Authority as non-responsive.
- 15.4. Unless forfeited in accordance with Clause 15.7 below, the EMD of the unsuccessful Applicants will be returned by Authority no later than 30 (thirty) days from the date of completion of Empanelment process.
- 15.5. The EMD of the Applicants and shall be returned upon the completion of the empanelment process.
- 15.6. The Applicant, by submitting its Application pursuant to the EOI, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Application or for any default by the Applicant during the Application validity period as set out in the Empanelment Schedule.
- 15.7. The EMD shall be forfeited and appropriated by Authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise, under the following conditions:
 - (a) Application is withdrawn during the Application validity period;

- (b) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.3;
- (c) if an Applicant is disqualified in accordance with Clause 7.1 (*Number of Applications*), Clause 2.2 (*Conflict of interest*), and Clause 21 (*Rights of BSCL*);

16. OPENING OF APPLICATIONS

- 16.1. Authority shall open only those Applications that are submitted on or before the specified time on the Application Due Date.
- 16.2. Authority shall open the Applications at the time and on the date specified in Empanelment Schedule at the following address:

**Conference Hall
The Chief Executive Officer
Bhubaneswar Smart City Limited
5th Floor, Bhawani Mall, Saheed Nagar
Bhubaneswar, Odisha**

The Applications shall be opened in the presence of the Applicants whose designated representatives choose to be present.

- 16.3. The names of all Applicants who have submitted Applications will be read out, and such other details that Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Applications.
- 16.4. The envelopes of the Applications will be opened on the date mentioned in the Empanelment Schedule and at the time and place specified in Clause -04 above. Authority will prepare a record of the opening of each part of the Applications that will include, at a minimum, the names of the Applicants whose Applications have been received. The Applicants' representatives who are present will be requested to sign the record. The omission of an Applicant's representative's signature on the record will not invalidate the contents and effect of the record.
- 16.5. Once all the Applications have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are qualified to undertake the Project. The procedure for evaluation of the Applications is set out at Clause 18.
- 16.6. Any information contained in an Application will not in any manner be construed as binding on Authority, its agents, successors or assigns; but will be binding on the Applicant, in the event that the Applicant is subsequently empanelled on the basis of such information.

17. General Conditions of Evaluation:

- 17.1. To assist in the examination and evaluation of Applications, Authority or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation and comparison of Applications.
- 17.2. Authority or any of its agencies/consultants/advisors reserve the right to verify any information submitted by the Applicants. Authority's decision regarding any Applicant's eligibility or otherwise shall be final and binding and Authority and/or any of its agencies/consultants/ advisors would be under no obligation and/or responsibility to inform any Applicant of the grounds of such decision/rejection.
- 17.3. Applicants shall provide evidence of their continued eligibility, in accordance with their Applications in a

manner that is satisfactory to Authority and as Authority may reasonably request during empanelment period. Specifically, Applicants may be required to update, at Authority's request, information in relation to evidence of access to project funding and its sources; and updated consolidated accounts. An Applicant may be disqualified, if it is determined by Authority at any stage of the Empanelment Process that the Applicant will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria.

- 17.4. Information relating to the examination, clarification, evaluation and comparison of Applications and recommendations for the empanelment shall not be disclosed to Applicants or any other persons not officially concerned with such process until the publication of list of empanelled agencies. Any effort by an Applicant to influence Authority or any of its agencies/consultants/advisors processing of the Applications for award shall result in the rejection of the Application of such Applicant.

18. Evaluation Stages

- 18.1. The Applicants meeting the Eligibility criteria and scoring 80 marks and above shall be considered for Empanelment.

19. EVALUATION OF APPLICATIONS

Determination of Responsiveness and Evaluation of Applications

- 19.1. The Applications will first be evaluated to determine responsiveness to the EOI. An Application shall be considered responsive only if:
- (a) the Application and all documents specified in Clause 7.2 are received in the prescribed format;
 - (b) the Application is received by the Application Due Date, including any extension thereof;
 - (c) it is signed, sealed and marked in accordance with the provisions of the EOI, including specifically, as per Clause 10;
 - (d) it contains all the information and documents (complete in all respects) as requested in the EOI; and
 - (e) it does not contain any condition for qualification.
- 19.2. Authority shall evaluate and determine whether the Applicants who have submitted responsive Applications satisfy the eligibility criteria and the Qualification Criteria.
- 19.3. If any Applicant is found to be disqualified in accordance with the terms of the EOI or the Application is found to be non-responsive or the Applicant does not meet the Qualification Criteria and the eligibility criteria, then the Application submitted by such Applicant will be rejected.
- 19.4. Authority or any of its agencies/consultants/advisors may ask for additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any

clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.

- 19.5. In order to determine whether the Applicant satisfies the eligibility criteria and the Qualification Criteria, Authority will examine the documentary evidence of the Applicant's eligibility and qualification submitted by the Applicant and any additional information which Authority receives from the Applicant upon request by Authority.
- 19.6. Where any information provided by an Applicant is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Application.

EMPANELMENT AND OTHER MISCELLANEOUS DETAILS

20. EMPANELMENT OF FIRMS

- 20.1. After completing the evaluation of the Applications and empanelment of the Selected Applicant, Authority shall issue the Letter to successful Empanelled firms.
- 20.2. **RFP / Tender / Bid for award of Projects:-**
- 20.2.1. RFP documents shall be shared with the empanelled agencies as and when required for providing technical manpower.
- 20.2.2. The empanelled agencies shall submit their Proposals / Tender / Bids as per the terms and conditions specified in the RFP documents to be issued.
- 20.2.3. The detailed scope of work along with the other description of each project / assignment shall be intimated to the empanelled agencies at the time of RFP.
- 20.2.4. Agencies selected in the RFP shall be awarded the work / projects / assignments.

21. EOI DOCUMENT FEE

21.1. Cost of EOI Document:

- (a) The Applicants are required to submit **INR 10,000/- (non-refundable) plus GST @15%** to be payable in the form of Account payee Demand Draft / Pay Order / Banker's Cheque in favour of **“Chief Executive Officer, Bhubaneswar Smart City Limited”** payable at **“Bhubaneswar”** along with the Application as non-refundable cost of EOI document.
- (b) The cost of EOI Document shall be submitted as Part of Application in a separate sealed cover. Any Application not accompanied with EOI Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Applications of such Applicant shall not be evaluated further.

22. RIGHTS OF AUTHORITY / BSCL

- 22.1. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the Letter to the Empanelled Applicant;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Applicant;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant, provided that any such verification or lack of such verification by Authority shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of Authority;
- (e) reject an Application, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) the Applicant in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Application.
- (f) accept or reject an Application, annul the Empanelment Process and reject all Applications, at any time prior to the issuance of the Letter to the Selected Applicant, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever to any person, including the Applicants and without any obligation to inform the affected Applicants.

In the event that Authority annuls the Empanelment Process and rejects all Applications, it may, in its sole discretion, invite fresh Applications from for empanelment.

BSCL reserves the right to drop any Applicant from the empanelled list, add more agencies to the empanelled list and/or curtail the empanelled list without assigning any reason whatsoever. BSCL also reserves the right to modify the terms and conditions of empanelment. All decisions taken by BSCL regarding empanelment shall be final and binding on all Empanelled Agencies.

BSCL also reserves the right to empanel / select any other agency or engage any agencies outside the list of Empanelled Agencies, if required after carrying out a competitive bid / selection process or through suitable mechanism.

22.2. If it is found during the Empanelment Process, at any time before Empanelment or after Empanelment and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by an Applicant, or an Applicant has made material misrepresentations or has given any materially incorrect or false information to Authority, then:

- (a) the Applicant will be disqualified if not Selected for empanelment by the issuance of the letter; and
- (b) the Letter shall be cancelled if the Applicant has been declared as the Selected Applicant and if the applicant has been empanelled, then the applicant shall be removed from the list of empanelled firms.

Upon any disqualification, cancellation or termination in accordance with this Clause, Authority will not be liable in any manner whatsoever to the Applicant. Additionally, Authority will have the right to forfeit and

appropriate the Empanelment Security or, as the case may be, the Performance Security if the Operator Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by Authority for, amongst others, Authority's time, cost and efforts in conducting the Empanelment Process. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the EOI or Applicable Law.

23. MISCELLANEOUS

- 23.1. The Empanelment Process, the EOI and the Applications shall be governed by, and construed in accordance with, the laws of India.
- 23.2. The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process and the EOI.
- 23.3. All documents and other information provided by Authority or submitted by an Applicant to Authority will remain or become the property of Authority, as the case may be. Applicants are required to treat all information provided by Authority in the EOI as strictly confidential and will not use them for any purpose other than for preparation and submission of their Applications.
- 23.4. Authority will treat all information, submitted as part of Application in confidence and will require all those have access to such material to treat it in confidence. Authority may not divulge any such information or any information relating to the evaluation of the Applications or the Empanelment Process unless:
- (g) such publication is contemplated under these EOI; or
 - (h) such publication or disclosure is made to any person who is officially involved or concerned with the Empanelment Process or is a retained professional advisor advising Authority or the Applicants on matters arising out of or concerning the Empanelment Process; or
 - (i) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
 - (j) such publication is to enforce or assert any right or privilege of the statutory authority and/or Authority or as may be required by law (including under the Right to Information Act, 2005); or
 - (k) in connection with any legal process.
- 23.5. Authority shall not be required to return any Application or part thereof or any information provided along with the Application to the Applicants, other than in accordance with provisions of the EOI.

FORMAT FOR COVERING LETTER
(On the Letterhead of the Applicant)

To

Chief Executive Officer
Bhubaneswar Smart City Limited
5th Floor, Bhawani Mall, Saheed Nagar
Bhubaneswar, Odisha

Dear Sir,

Ref: **“Expression of Interest for Empanelment of Agencies for Providing Technical Man power with Bhubaneswar Smart City Limited”**.

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the information provided in the Empanelment document provided by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the EOI for Empanelment.
2. I/We have studied the EOI for Empanelment document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.
8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.

9. IWe understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. IWe hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
11. IWe agree and undertake to abide by all the terms and conditions of the Empanelment Document.
12. IWe submit cost of EOI document of Rs. _____/- (Rupees _____ Only) vide _____ [DDno./ BG No., name of bank] to the Authority in accordance with the Empanelment Document.
13. IWe offer a EMD of Rs. _____/- (Rupees _____ Only) vide _____ [DDno./ BG No., name of bank] to the Authority in accordance with the Empanelment Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

ANNEXURE-2: FORM - 2

Applicant profile and status

Sr. No.	Description	Particulars
1.	Name of the firm	
2.	Status(Legal entity)	
3.	Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Web address	
10.	Year of incorporation (Certificate of Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	
15.	Contact person email ID	
16.	Any other relevant information	

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

ANNEXURE-3: FORM -3

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____ [name of the company/partnership/ proprietary firm], a _____ [Company/partnership/ proprietary firm] incorporated under the _____ [Insert relevant act], having its Registered Office at _____ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for Expression of Interest (EOI) for “Empanelment of Agencies with Bhubaneswar Smart City Limited for Providing Technical Manpower”(“Project”), the company/partnership/ proprietary firms submitting its Application for the Project issued by the BSCL and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. _____ daughter/son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____ [name of the Company] do hereby nominate, constitute and appoint _____ [name & designation of the person] son/daughter/wife of _____ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the EOI.
- to sign all documents in relation to the Application (including clarifications and queries to the EOI) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

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 power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ___ day of _____, 20___ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- [name & designation of the person] ----- [name & designation of the person]</p>
--	---

Instructions:

- (1) *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-4: FORM - 4
Summary of Technical experience

Completed projects:

Sr. No.	Name of project	Client / Agency	Period	Total Contract Value	Remarks
1					
2					
3					
4					
5					

Note:

1. Supporting document with respect of each work experience to be furnished by the applicants.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

ANNEXURE-5: FORM - 5

Summary of Financial Strength

Sr. No.	Financial Year	Turnover of Applicant in INR Crores	Average Annual Turnover – for Last 3 FY.
1	2015-16		
2	2016-17		
3	2017-18		

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

Note:

1. Audited annual statements (Balance Sheet and Profit & Loss account) for last three years to be submitted by the applicants.

ANNEXURE-6: FORM - 6

FORMAT OF EMD (BG)

(To be executed on appropriate value of Non-Judicial Stamp Paper)

B.G. No. [___]

Dated:

1. In consideration of you, **Bhubaneswar Smart City Limited**. (referred to as **BSCL**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Application of [*insert name of Applicant*] with its registered office at [*Insert Address*] (referred to as the **Applicant** which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “**Empanelment of Agencies with Bhubaneswar Smart City Limited for Providing Technical Manpower**” (collectively the **Project**), pursuant to the EOI dated [___] (referred to as the **EOI**) issued in respect of the Project, we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the **Bank**), at the request of the Applicant, do hereby in terms of the EOI, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the EOI by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to BSCL an amount of Rs. [___] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant, if the Applicant fails to fulfill or comply with all or any of the terms and conditions contained in the EOI.
2. Any such written demand made by BSCL stating that the Applicant is in default of due and faithful compliance with the terms and conditions contained in the EOI will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of BSCL is disputed by the Applicant or not, merely on the first demand from BSCL stating that the amount claimed is due to BSCL by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the EOI, including but not limited to the following events:
 - (a) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.3 of the RFP;
 - (b) if an Applicant is disqualified in accordance with Clause 7.1 (*Number of Applications*), Clause 2.2 (*Conflict of Interest*) and Clause 21 (*Rights of OSCB*);
 - (c) if, after the Application Due Date, an Applicant withdraws its Application during the Application validity period, as extended from time to time; or

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Application Due Date or for such extended period as may be mutually agreed between BSCL and the Applicant, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that BSCL will be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the EOI including, those events listed at paragraph 3 above. The decision of BSCL that the Applicant is in default as aforesaid will be final and binding on us, notwithstanding any differences between BSCL and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
7. In order to give full effect to this Guarantee, BSCL will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the EOI or the Application submitted by the Applicant.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BSCL):
 - (a) any time or waiver granted to, or composition with, the Applicant or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Applicant, as the case may be;
 - (c) any variation of the EOI, so that references to the EOI in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Applicant or BSCL under the EOI or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Applicant under the EOI).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

11. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
12. It shall not be necessary for BSCL to proceed against the Applicant before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BSCL may have obtained from the Applicant or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BSCL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [_____]. The Bank will be liable to pay the amount or any part of the Guarantee only if BSCL serves a written claim on the Bank in accordance with paragraph 11 of this Guarantee, on or before(indicate date falling 240 days after the Application Due Date).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

In the presence of:

Name of the witness

Signature of the witness

Address of the witness