

RFP No: 5214

Date: 20.03.2026



REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF AGENCY FOR IMPLEMENTATION OF AUTOMATED SMART
TOILET SYSTEMS IN KEONJHARGARH MUNICIPALITY**

**Executive Officer, Keonjharh Municipality
Keonjhar
PIN- 758001
Government of Odisha
Email: keonjharm.hud@rediffmail.com**

Address for Communication & Submission of Documents

**Executive Officer, Keonjharh Municipality
Keonjhar
PIN- 758001
Government of Odisha
Email: keonjharm.hud@rediffmail.com**

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DISCLAIMER

The Information contained in this Request for Proposal (hereinafter referred to either as 'tender') document provided to the Bidders, by the **Executive Office, Keonjargarh Municipality Keonjhar**, hereinafter referred to as Executive Officer, KEONJHARGARH MUNICIPALITY or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the Bidder(s) with information to implement the following assignment: "**Selection of Agency for Implementation of Automated Smart Toilet Systems in Keonjargarh Municipality**". This tender document does not purport to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this tender document and wherever necessary may obtain independent advice from appropriate sources i.e. **Executive Office, Keonjargarh Municipality** / their employees / and advisors .

The Executive Office, Keonjargarh Municipality, Keonjhar may, in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this tender document.

DATA SHEET

Sl. No.	Particulars	Details
1	Name of the Client	Executive Officer, Keonjhargarh Municipality , Keonjhar
2	Method of Selection	Quality cum Cost Based Selection (QCBS) (Two Cover System)
3	Date of Issue of Request for Proposal (RFP)	Dt 20.03.2026
4	Last Date of submission of Proposal	Dt 02.05.2026 (by 1.00 PM)
5	Deadline for Submission of Pre-Proposal Query	Dt. 24.04.2026
6	Issue of Pre-proposal Clarifications	Dt 27.04.2026
7	Date of opening of Technical Proposal	Dt 04.05.2026 (at 11.00 AM)
8	Date of opening of Financial Proposal	To be intimated to the technically qualified bidder
9	Technical Presentation	To be intimated to be the Pre-qualified bidder
10	Letter of Award	To be intimated to the selected agency
12	Bid Processing Fee (Non-Refundable)	Rs.10,000/- (Rupees Ten Thousand only) remitted through demand draft drawn in favour of “Executive Officer, Keonjhargarh Municipality, Keonjhar payable at “Keonjhar”
13	Earnest Money Deposit (EMD) (Refundable)	Rs.1,00,000/- (Rupees One Lakh only) in shape of DD/Postal deposit/ bankers cheque/ FD / Term deposit receipt of schedule bank (TDR) duly pledged in favour of “Executive Officer, Keonjhargarh Municipality Keonjhar”, from any nationalized scheduled bank/Post office.
14	MSME Exemption	Subject to submission of registered certificate and declaration.
15	Contact Details	Executive Officer, Keonjahrgarh Municipality Keonjhar <u>Address:</u> Executive Officer, Keonjhargarh Municipality Keonjhar, PIN- 758001 Government of Odisha Email: keonjharm.hud@rediffmail.com
16	Mode of Submission	Speed Post / Registered Post (India post)

Note:

1. Keonjhargarh Municipality reserves the right to change any schedule. Please visit the website www.keonjhargarhmc.in regularly for the same.
2. Proposals must be submitted before the date, time, and venue mentioned in the Fact Sheet through Speed/Registered Post. Proposals received after the deadline will not be considered.
3. In case, it is not possible to open the financial proposals on the bid opening day, the date of opening of financial proposal will be communicated to eligible bidder through correspondence.

SECTION:1

REQUEST FOR PROPOSAL (RFP)

RFP No: 5214

Date: 20.03.2026

The Executive Officer, Keonjharhargh Municipality on behalf of Keonjharhargh Municipal Council invites sealed proposal from eligible bidders under the process for "Selection of Agency for Implementation of Automated Smart Toilet Systems including Supply, Installation, Integration, Commissioning, operation & maintenance of automation and monitoring systems, along with Construction of All Civil works including Septic Tank , Soak Pit etc , all Electrical , Water supply and Sanitary works over the selected site as identified by the undersigned in Keonjharhargh Municipality area . The RFP Documents , Terms and Conditions can be obtained from the office website keonjharharghmc.in and www.kendujhar.odisha.gov.in from dt 18.04.2026 to date 29.04.2026 on payment of Rs 10,000/- (Rupees Ten Thousand) only (Non- Refundable) through Demand Draft / Bankers Cheque drawn in favour of "Executive Officer, Keonjharhargh Municipality, Keonjhar payable at "Keonjhar". The proposal accompanied with all documents as specified in the RFP Document and EMD of Rs.1,00,000/- (Rupees One Lakh only) in shape of DD/Postal deposit/ bankers cheque/ FD / Term deposit receipt of schedule bank (TDR) duly pledged in favour of "Executive Officer, Keonjharhargh Municipality Keonjhar" from any nationalized scheduled bank/Post office will be received through Speed Post/Registered Post (India post) from Dt 18.04.2026 10.00 AM to 1.00 PM Dt. 02.05.2026 and the technical bid will be opened on the Dt- 04.05.2026 at 11.00 AM in the Office of the Executive Officer , Keonjharhargh Municipality in the presence of the bidder or their authorized representative at the specified address as mentioned above . Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder. The undersigned shall not be responsible for postal delay or any consequences. Submission of the proposal through any other mode will not be accepted .

The authority reserves the right to reject any or all the bid without assigning any reason thereof.

Executive Officer,
Keonjharhargh Municipality

1. The proposal must be delivered at the specified address as per the Data Sheet by Speed post/ Registered Post only.
2. The last date and time for submission of the proposal complete in all respects is Dt. 02.05.2026 up to 1.00 PM .
3. This RFP includes the following sections:
 - a. Letter of Invitation [Section – 1]
 - b. Information to the Bidder [Section – 2]
 - c. Terms of Reference [Section – 3]
 - d. Technical Proposal Submission Forms [Section – 4]
 - e. Financial Proposal Submission Forms [Section – 5]
 - f. Annexure-I [Bid Submission Checklist and any other relevant project related material need to be provided]
4. While all information/data given in the RFP are accurate within the consideration of the scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for the accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any/ all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Executive Officer,
Keonjhargarh Municipality**



SECTION:2

1. Information to the Bidders (Pre-Qualification Criteria):

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce copies of the required supportive documents/information as part of their technical proposal, failing which the proposals will be rejected.

Sl. No.	Basic Requirement	Specific Requirement	Documents Required
1	Legal Entity	Bidder/vendor should be an organization registered under any of the following: a. Companies Act 2013, b. Societies' Registration Act 1860, c. Indian Trust Act 1882, d. Indian Partnership Act 1932, e. Limited Liability Partnership Act 2008, f. A sole proprietorship or sole trader registered under GST act 2017.	Copy of Certificate of incorporation/ Registration Certificate/ Partnership Deed/ Certificate of registration u/s 12A along with PAN Card, GST Registration Certificate (in Form GST REG-06)
2	Operation	The Agency should have been in operation for the past Three (03) years as on 31.01.2026 and filed ITRs for the last three FYs (i.e., 2022-23, 2023-24 & 2024-25)	Last three financial years Audited Financial Statements duly sealed & signed by a Chartered Accountant in practice along with ITR for the said periods
3	Financial Capacity	The Agency should have an average annual turnover from similar assignments or providing similar services should be of Rs.1.00 (Rupees One Crore) and above for the last three FYs (i.e., 2022-23, 2023-24 & 2024-25)	Financial Details of the bidder (TECH- 3) along with copies of last three FY's Audited Financial Statement duly signed by a Chartered Accountant in practice
4	Consortium	No Consortium/JVs/associations/ sub-contracting shall be allowed under this project	Declaration of submitting as independent agency from the Authorized Signatory on the Letterhead of the agency
5	Blacklisting	The Agency should not have been blacklisted by any Central / State Government Ministry in India or Public Sector Undertakings or any Government Agencies	Undertaking by the Authorized Signatory on the Letterhead of the agency
6	Experience	a) The bidder should have demonstrated experience in implementation of	Copies of Relevant Work Orders/Sanction Orders/

		<p>automated / smart sanitation systems or similar IoT-enabled public infrastructure projects.</p> <p>b) The bidder should have adequate technical manpower and service support capability.</p> <p>c) The bidder should have experience in operation and maintenance of similar systems.</p> <p>d) At least one project in construction or allied trades</p>	MOUs/ Engagement Letters with Completion Certificates or equivalent documentary evidence should be provided as proof of exposure . (Only Completion Certificate duly certified by the competent authority will be entertained).
7	Manpower	The Firm/ Agency should have 10 numbers of experienced professionals for execution of the project.	Proof Documents for Experienced Professional.
8	Authorized Representative	A Power of Attorney in the name of the person signing the proposal	Original Notarized Copy of the Power of Attorney on Rs.100 Non-Judicial Stamp Paper.
9	Cost of Tender Paper	The Agency should furnish a bid processing fee of Rs.10,000/- (Rupees Ten Thousand Only) , in the form of Demand Draft in favour of “Executive Officer, Keonjharh Municipality Keonjhar, payable at “Keonjhar”	Original Instrument “To avail this exemption, the bidder must submit a valid Udyam Registration Certificate (or valid NSIC certificate) along with the technical bid. The certificate must be valid on the closing date of the tender.”
10	Earnest Money Deposit (EMD)	The agency should furnish EMD of Rs.1,00,000/- (Rupees One Lakh only) in shape of DD/Postal deposit/ bankers cheque/ FD / Term deposit receipt of schedule bank (TDR) duly pledged in favour of “Executive Officer, Keonjharh Municipality Keonjhar” , from any nationalized scheduled bank/Post office.	Exemption may be provided to MSME or Start ups subject to furnishing the relevant documents. “To avail this exemption, the bidder must submit a valid Udyam Registration Certificate (or valid NSIC certificate) along with the technical bid. The certificate must be valid on the closing date of the tender.”

2. Documents/Formats need to be submitted for TECHNICAL PROPOSAL:

The bidder / vendor has to furnish the following documents duly signed in for their Technical Proposal:

- 1) Filled in Bid Submission Check List (ANNEXURE-I) in Original.
- 2) Covering letter (TECH- 1) on bidder's letter head requesting to participate in the selection process.
- 3) Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- 4) Copy of Certificate of Incorporation/ Registration/Deed.
- 5) Copy of PAN/TAN.
- 6) Copy of Goods and Services Tax Identification Number (GSTIN) in Form GST REG-06.
- 7) Copies of Audited financial statements by the CA for the last three financial Years FY (i.e., 2022-23, 2023-24 & 2024-25)
- 8) General Details of the Bidder (TECH – 2).
- 9) Financial Details of the Bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction.
- 10) Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder.
- 11) List of completed projects of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders with completion certificate from previous Clients. The Certificate of completion issued from any authority of Central Government / State Government / ULB will be considered as Completion Certificate.
- 12) Undertaking for not having been blacklisted by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on the Letterhead of the agency.
- 13) Self-Declaration regarding Conflict of Interest (TECH - 6).
- 14) Duly filled in Technical Proposal Form TECH – 7.

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract without interest thereon. The EMD of the successful bidder will be released without interest after the contract agreement with **Executive Officer, Keonjhar Municipality, Keonjhar** upon submission of Security deposit in the form of Performance Bank Guarantee (PBG) as 3% of Total Contract value.

The EMD will be forfeited on account of the following reasons:

- a. Bidder withdraws or modifies (not acceptable to Client) its proposal during the bid validity period as specified in RFP
- b. Bidder does not respond to requests for clarification of its proposal.
- c. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- d. If the bidder fails to-

- i. Provide any clarifications to the Client,
- ii. Agrees to the decisions of the contract negotiation meeting,
- iii. Sign the contract within the prescribed time period,
- iv. Any other circumstance which holds the interest of the Client during the overall selection process.

3. Validity of the Proposal:

Proposals shall remain valid for a period of **120 (One Hundred Twenty) Days** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

4. Pre -Proposal Queries / Pre-Proposal Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to the Executive Officer, Keonjhar Municipal Corporation, Keonjhar, -758001, Email: keonjhar.mud@rediffmail.com as per the time limit prescribed. Clarifications to the above will be uploaded in the website/ clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

5. Preparation & Submission of Proposal:

7.1 Preparation of Proposal

Submit proposal through **Speed Post/Registered Post** (India post) as per the information provided in the datasheet in Two Parts strictly using the formats enclosed herewith (**refer Section: 2, 3 & 4 for Part-1 and refer Section:5 for Part-2**) in Two separate covers. The two parts shall be:

Part 1: Fee, Pre-Qualification, Technical Proposal and

Part 2: Financial Proposal.

Bidder must submit **Hard Copy** of the Technical Proposals by **Registered Post / Speed Post** only to the specified address before stipulated date as specified above . The Client will not be responsible for postal delay/ any consequence in receiving of the proposal.

7.2 The procedure for submission of the proposal is described below:

i) **Technical Proposal:**

The envelope containing Hard Copy of Technical Proposal along with the Bid Processing Fee and EMD shall be sealed and superscripted as "**Technical Proposal - <Proposed Project Name>**" and to be furnished inside one envelope. The duly filled-in technical proposal submission forms along with all the supportive documents and information have to be furnished as part of technical proposal.

The Technical Bid shall not include any financial information related to the Price Bid. Technical Bid containing financial information related to the Price Bid shall be declared non-responsive and will be rejected .

ii) **Financial Proposal:**

The envelope containing Hard Copy of Financial Proposal shall be sealed and superscripted as "**Financial Proposal - <Proposed Project Name>**" and to be furnished inside another envelope. The duly filled-in financial proposal submission forms, along

with all the supportive documents and information have to be furnished as part of financial proposal.

- a. The Bidder shall quote his rates on prescribed format already provided in the RFP. Further the bidder shall have to submit the filled in formats attached in **Section 5** in the second packet of Cover-2.
- b. The rate offered by the party will remain fixed for the whole contract period or for the extended agreed period.
- c. The financial proposal shall be inclusive of all costs, direct or indirect, for successful delivery of the services defined in the ToR but exclusive of GST.
- d. Bidder shall express the price of their services in the Local currency (Indian Rupees).

Any deviation from the prescribed procedures/ information/ formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

6. Opening of the proposal:

- a. Opening of Proposals will be done as per the schedule date and time otherwise it will be intimated earlier in the website .
- b. The **TECHNICAL PROPOSAL** received within the time mentioned in the data sheet will be opened in the initial stage by the Client in presence of the Existing Tender Committee of the Municipality and in Presence of the bidder's or their authorized representatives at the location, date and time specified in the Data Sheet.
- c. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- d. The **FINANCIAL PROPOSAL** will be opened on the date mentioned in the data sheet after completion of technical evaluation stage only of the technically qualified bidders.

7. Evaluation of Proposal:

A three-stage evaluation process will be conducted as explained below for evaluation of the proposals:

PRELIMINARY EVALUATION (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility criteria and the requisite documents / information have been properly furnished by the bidder or not.

TECHNICAL EVALUATION (2nd Stage):

Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for proposal evaluation:

Criteria, sub-criteria and points system for the Evaluation of Technical Proposals:

Sl. No.	Evaluation Criteria	Max. Score	Score Obtained
1	The Firm/Agency having audited Annual Average Turnover of Rs.1.00 Crore (Rupees One Crore) and above in the last three financial years FY (i.e., 2022-23, 2023-24 & 2024-25) (1) Up to 1.00 Crore = 5 Marks (2) Above 1.00 crore = 5 marks	10	
2	Experience in the implementation of automated / smart sanitation systems or similar IoT-enabled public infrastructure projects.	20	
3	The bidder shall have prior experience in operation and maintenance (O&M) of automated / smart sanitation systems or comparable technology-driven public infrastructure projects.	10	
4	The bidder shall have experience in execution of civil construction works and allied infrastructure projects relevant to public utility / sanitation facilities. <ul style="list-style-type: none"> 5 Marks each project in required relevant trade and Maximum upto 20 marks. 	20	
5	Understanding of Scope, Objectives and Completeness of response	10	
6	Description of Approach and Methodology:	10	
7	Methodology to be adopted	10	
8	Demonstration and Design Type/compatibility	10	
TOTAL		100	

** Only bidders who secure above 80% marks in the technical evaluation will be considered for further evaluation.*

FINANCIAL EVALUATION (3rd Stage):

Financial Proposals of only those applicant Agencies who are technically qualified (i.e., obtain a minimum 80% marks in Technical Evaluation) shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

Evaluation Process:

QCBS method will be followed during the overall selection process. The financial bids of

technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives.

The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. The weights given to the Technical (T) and Financial (P) Bids shall be:

$$T = 70, \text{ and}$$

$$P = 30$$

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

The bidder, who has the highest score in the QCBS and shall be called for further process leading to the award of the contract. The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final and shall not be subject to any modifications on any account whatsoever. In case of a tie, the bidder having higher technical score will be considered the preferred bidder.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the consultant including overhead expenses.

8. Performance Bank Guarantee: (PBG) of contract value:

Within 10 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish Security deposit in the form of a Performance Bank Guarantee amounting to **3% of Total Contract value** from a nationalized/scheduled commercial bank in favor of "**the Executive Officer, Keonjharh Municipality, Keonjhar,**" as per the format at Annexure- II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

9. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed, if any and availability of proposed professionals etc.

10. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful

bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 01 (one) years from the date of effectiveness of the contract.

11. Conflict of Interest:

Conflict of interest exists in the event of:

- a. Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder.
- b. Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- c. Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

12. Disclosure:

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - i. A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
 - ii. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
 - iii. Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

13. Anti-corruption Measure:

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

14. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

15. Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

16. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of District Session Court of Keonjhar only.

17. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

18. Confidentiality:

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through website www.keonjharhmc.in Any such addendum will be binding

on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

20. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding/selection/evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

21. Copyright, Patents and Other Proprietary Rights:

Executive Officer, Keonjhargarh Municipality, Keonjhar, -758001, Odisha, shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Agency shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

22. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

23. Settlement of Disputes:

The Client and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Keonjhargarh only, and the language of such proceedings and that of all documents and communications between the parties shall be in English. District Collector cum Chairperson and Managing Trustee, District Mineral Foundation, Government of Odisha will be the final authority to resolve the dispute arising between and the Client and the Consultant.

24. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- a. Proposal submitted without Bid Processing Fee as applicable
- b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices
- c. Proposal is received in incomplete form; Proposal is received after due date and time for submission of bid Proposal is not accompanied by all the requisite documents/information A commercial bid submitted with assumptions or conditions
- d. Bids with any conditional technical and financial offer and if the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- e. Proposal is not properly sealed or signed
- f. Proposal is not conforming to the requirement of the scope of the work of the assignment. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- g. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid; Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices & any other condition/situation which holds the paramount interest of the Client during the overall section process.

SECTION – 3

TERMS OF REFERENCE (ToR)

Implementation of Automated Smart Toilet Systems

1. Background

In order to improve hygiene, functionality, accessibility, and monitoring of existing public toilet facilities, the Authority proposes to undertake implementation of Automated Smart Toilet Systems under applicable government sanitation initiatives such as DMF / SBM / ULB programme.

The scope of the project includes **supply, installation, integration, commissioning, operation & maintenance of automation and monitoring systems**, along with **limited and essential minor civil works** required for proper installation, integration, safety, and functionality of the systems within existing toilet structures or at new sites. No major civil construction or structural expansion is envisaged under this assignment.

2. Objective of the Assignment

The objectives of the assignment are as follows:

- a) To retrofit existing toilet facilities or at new sites with automated, sensor-based, and smart monitoring systems
- b) To enable real-time monitoring of usage, functionality, and resource consumption
- c) To ensure sustained system performance through performance-based operation and maintenance
- d) To enhance user convenience, cleanliness, safety, and service availability
- e) To carry out **necessary minor civil modifications** to support effective installation and operation of smart systems

3. Scope of Work

The selected agency shall be responsible for Supply, Installation, Integration, Commissioning, Minor Civil Works and Operation & Maintenance (SIICM-O&M) of Automated Smart Toilet systems in identified location or existing toilet facilities.

3.1 Pre-Installation Assessment

The agency shall:

- a) Conduct joint site inspections of all identified toilet locations.
- b) Assess adequacy of existing electrical supply, plumbing, drainage, structural condition, and network connectivity.
- c) Identify site-specific requirements including minor civil modifications, if any
- d) Prepare and submit a site-wise assessment and minor civil work requirement report, along with finalized Bill of Materials (BoM), drawings/sketches (where required) and installation schedule for approval of the Authority.

3.2 Supply, Installation, and Minor Civil Works

The agency shall supply, install, and commission automation systems including, but not limited to, the following:

- a) Sensor-based / touchless flushing mechanisms
- b) Occupancy and footfall monitoring sensors
- c) Smart water flow and consumption meters
- d) Automated lighting and exhaust control systems
- e) Door status, panic button, and equipment health sensors
- f) QR code / digital citizen feedback system (optional)

In addition, the agency shall undertake **limited minor civil works**, strictly restricted to what is essential for system installation and functionality, such as:

- a) Core cutting, chasing, and sealing for cable/conduit laying
- b) Minor plumbing adjustments for sensor-based fixtures
- c) Mounting pedestals, brackets, panels, or enclosures
- d) Minor flooring, wall finishing, or restoration works affected during installation
- e) Provision of protective housings or partitions for equipment
- f) Any other incidental civil works required for safe and functional deployment

All civil works shall be **non-structural**, confined to existing toilets or at new sites and executed as per standard safety and quality norms. The agency shall restore affected areas to their original or better condition after installation.

3.3 System Integration and Digitization

The agency shall:

- a) Integrate all installed hardware with a centralized, web-based monitoring dashboard
- b) Provide role-based access to the Authority and designated officials
- c) Enable real-time monitoring of usage, faults, alerts, and water/power consumption
- d) Configure automated alerts for failures, abnormal usage, and downtime
- e) Conduct User Acceptance Testing (UAT) and obtain formal sign-off from the Authority

3.4 Operation and Maintenance (O&M)

During the O&M period, the agency shall:

- a) Provide **minimum one (01) year to three (03) years** of comprehensive Operation and Maintenance support, as specified in the tender
- b) Undertake preventive and corrective maintenance of all automated systems and associated minor civil elements
- c) Replace or repair faulty components at no additional cost during O&M
- d) Ensure uninterrupted functioning of the dashboard, software, and data availability
- e) Operate a complaint redressal / helpdesk mechanism
- f) Submit monthly performance, uptime, and compliance reports

4. Project Duration

- a) Installation, minor civil works, and commissioning: As per approved implementation schedule
- b) Operation & Maintenance period: Minimum one (01) to three (03) years from the date of commissioning, as specified in the tender

5. Deliverables

- a) Site assessment and readiness report including minor civil works
- b) Approved Bill of Materials (BoM) and civil modification details
- c) Completed minor civil works and restored facilities

- d) Installed, tested, and commissioned automated smart toilet systems
- e) Asset register of all hardware, software, and civil assets
- f) Centralized monitoring dashboard with login access
- g) Standard Operating Procedures (SOPs), user manuals, and maintenance guidelines
- h) Monthly O&M and performance reports

6. Key Performance Indicators (KPIs)

Sl. No.	Key Performance Indicator	Performance Standard
1	System uptime	≥ 95%
2	Functional automation components	≥ 98%
3	Response time to reported faults	≤ 24 hours
4	Resolution time for faults	≤ 48 hours
5	Availability of data on dashboard	100%
6	Submission of monthly reports	100% compliance

Failure to meet KPIs shall attract penalties/deductions as per contract conditions.

7. Payment Milestones

Milestone	Payment (%)	Description
Milestone-I	30%	Approval of site assessment report, BoM, and minor civil work plan
Milestone-II	40%	Completion of supply, minor civil works, installation, testing, and commissioning
Milestone-III	30%	Successful system integration and UAT sign-off
Milestone-IV	Actual / Quarterly	O&M payments released periodically, linked to KPI compliance

O&M payments shall be performance-based.

8. Governance and Monitoring

- a) A Nodal Officer shall be designated by the Authority for coordination and monitoring.
- b) Monthly review meetings shall be conducted.
- c) Performance shall be monitored through dashboard analytics and physical inspections, as required.

9. General Conditions

- a) Only minor and incidental civil works shall be permitted; no major or structural civil construction is allowed
- b) All equipment supplied shall be new, standardized, and compliant with relevant specification
- c) The Authority reserves the right to add, modify, or delete locations and scope as per requirement.

FIN 2: Summary of Financial Proposal

(on Bidders Letterhead)

(To be sealed, signed and stamped in separate envelope)

Name of the Bidder: _____

Sl. No.	Description of Item (02 Unit)	Price Quoted Including All Charges (Excluding GST)	
		Rupees in Figure	Rupees in Words
	Undertaking of entire scope of work as per the Term of Reference (Section-3) of RFP: (Price Quoted including all Charges and excluding GST)		
A	Per unit charge consisting of 01 male and 01 female cubical each		
B	AMC charge per year (for 02 Year)		
C			
	Total		

Note:

The quoted rate shall be inclusive of salary, wages, TA/DA, logistic, etc. to personnel deployed for the assignment by the agency / bidder and training to be impacted by the bidder/ agency to **EO, Municipality, Keonjhar**. We fully accept the proposed cost with reference to the RFP. The proposed cost shall be binding upon us subject to the modification resulting from contract negotiations, if any, up to expiry of the validity period of the Proposal. GST shall be paid extra as applicable from time to time.

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Executive officer
Keonjhar Municipal Corporation

SECTION - 4

Technical Proposal Submission Forms

TECH -1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

**Executive Officer, Keonjhargarh Municipality, Keonjhar,
– 758001**

Subject: Selection of Agency for Implementation of Automated Smart Toilet Systems in Keonjhar District

Dear Madam/Sir,

I, the undersigned, offer to provide the services for the proposed project in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH -2**Bidder's Organization (General Details)**

Sl. No.	Description	Full Details
1	Name of the Bidder / Vendor	
2	Address for communication: Tel: Fax: Email Id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If yes, please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD / No.: Date: Name of the Bank:	
7	EMD Details Amount: TDR/FD/Postal Deposit No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	ISO/ISI number	
11	Willing to carry out project as per the scope of work of the RFP	YES
12	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH - 3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY	FY_____	FY_____	Average
Turnover (in Rs.)				
<p><i>Supporting Documents:</i></p> <p>Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><i>Filled in information in this format must have to be jointly sealed and certified by a Chartered Accountant (CA) in practice and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></p>				

Signature and Seal of the Company Auditor with Date

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(Notarized copy on Rs. 100 Non-Judicial Stamp Paper)

I, _____, the _____ (Designation) of
(Name of the Organization) in witness whereof certify that <Name of person> is authorized
to execute the attorney on behalf of <Name of Organization>, <Designation of the
person> of the company acting for and on behalf of the company under the authority
conferred by the <Notification/ Authority order no.> Dated <date of reference> has signed
this Power of attorney at <place> on this day of
<day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the
attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney: _____

Address of the Bidder: _____

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of <Nos> completed/ongoing project only of similar nature during last 5 years)**

Assignment Name:	
Area of operation:	
Name of Client:	
Address of Client:	
Project Start Date:	
Project Completion Date:	
Professionals provided by your firm/entity:	
Narrative Description of Project (in 100 words):	
Description of Actual Services Provided by Your Staff (in 100 words):	
Nature of supporting document provided	

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our firm / company as an Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH -7

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. *Please do not repeat/copy the ToR here.*

B. Description of Approach and Methodology:

- Review existing and proposed framework information matrix
- Highlight any challenges anticipated in delivering the expected outputs
- Approaches to overcome the challenges and meet the requirements of the assignment.
- Review Stakeholders Engagement/involvement
- Establishing system for Implementation Effectiveness
- Monitoring & Evaluation mechanism of programs and interventions for better outcomes
- Check Validity and Reliability of results/outcome
- Dissemination of results to Policy Makers and other audiences Any other issues mentioned in the ToR

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach.

D. Demonstration and Design/Compatibility:

Design and compatibility of the supplied item and service.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Section 5: Financial Forms
FIN 1: Covering Letter (Financial Bid)

(On Bidder's Letter Head)

[Location, Date]

To,

The Executive Officer,
Keonjharh Municipality, Keonjhar , Odisha,
PIN- 758001

Sub: Submission of Financial Bid

Dear Madam/Sir,

I/We, the undersigned, offer to provide services for the assignment "Selection of Agency for Implementation of Automated Smart Toilet Systems" in Keonjharh Municipality in the District of Keonjhar in accordance with your Request for Proposal (RFP) dated _____ and our Technical Proposal.

I/We, the undersigned, offer to provide the complete setup of services for _____ in accordance with your Request for Proposal No..... Dated..... Our attached Financial Proposal is for the sum of Rs..... [Insert amount(s) in words and figures*].

The above quoted amount is inclusive of all related charges like Cess , Royalty etc. with Cost of all materials and cost of all labour , all transportation charges but exclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <Nos.> days. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

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

Yours sincerely,

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Name of the Agency with full Address: _____

*Amount must match with the one indicated in Fin-2.

FIN 2: Summary of Financial Proposal
(on Bidders Letterhead)

(To be sealed, signed and stamped in separate envelope)

Name of the Bidder: _____

Sl. No.	Description of Item	Price Quoted Including All Charges (Excluding GST)	
		Rupees in Figure	Rupees in Words
	Undertaking of entire scope of work as per the Term of Reference (Section-3) of RFP: (Price Quoted including all Charges and excluding GST)		
A	Two seated Toilet (One for Women + one Male)		
B	Four seated Toilet (Two for Women + Two Male)		
C	Four seated Toilet (Two for Women + Two Male) + Separate two seater Urinal for male		
	Total		

Note:

The quoted rate shall be inclusive of salary, wages, TA/DA, logistic, etc. to personnel deployed for the assignment by the agency / bidder and training to be impacted by the bidder/ agency to EO, MUNICIPALITY, . We fully accept the proposed cost with reference to the RFP. The proposed cost shall be binding upon us subject to the modification resulting from contract negotiations, if any, up to expiry of the validity period of the Proposal. GST shall be paid extra as applicable from time to time. The ULB cannot provide any Hospitality to the agency . The Agency has to arrange all security arrangement at his own cost and no separate payment will be made for these type of activity .

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Section 6

ANNEXURE-I

BID SUBMISSION CHECKLIST

Sl. No	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List (ANNEXURE I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs..... /- in form of DD		
4	EMD of Rs..... /- in shape of DD/Postal deposit/ bankers cheque/ FD / Term deposit receipt of schedule bank (TDR) duly pledged in favour of "Executive Officer, Keonjhar Municipal Corporation Keonjhar", from any nationalized scheduled bank/Post office.		
5	Copy of Certificate of Incorporation /Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 FYs (i.e., 2022-23, 2023-24 & 2024-25)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as audited copies of Profit – Loss Statement and Balance Sheet for the last 3 FYs (i.e., 2022-23, 2023-24 & 2024-25)		
11	Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder.		
12	List of completed/ongoing assignments of similar nature (Past Experience Details) (TECH- 5) along with the copies of work orders for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
14	Description of Approach, Methodology & Work Plan (TECH - 7)		
15	Declaration of submitting as independent agency (No Consortium/JVs/associations/sub-contracting)		
16	Declaration that the agency has not been blacklisted		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			
18	Covering Letter (FIN-1)		
19	Summary of Financial Proposal (FIN-2)		

Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

ANNEXURE-II

PERFORMANCE BANK GUARANTEE FORMAT

To,

**The Executive Officer, Keonjharagarh Municipality
, Odisha, PIN- 758001**

WHEREAS (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP no..... dated to undertake the service (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a nationalized/scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of, Our branch at (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our branch a written claim or demand and received by us at our branch on or before Dt otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank & Branch

****End of Document****