

**Corrigendum to RFP**

Sr. No.	Clause No. / Page No.	RFP /Corrigendum / addendum 1 to corrigendum Reference	To be read as/New clause												
1.	Addendum to corrigendum Sr.No 1	<p>(viii) Key Timelines</p> <p>A. Name of the Department: Excise Department, Punjab.</p> <p>B. Address where physical bid (Technical Bid) to be submitted: Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062.</p> <p>C. Date &amp; Time of Pre-Bid meeting: 18<sup>th</sup>, January 2021 at 12:30 Hrs.</p> <p>D. Last time and date for submission of <b>technical and financial</b> Bids/Proposals: On or before <b>23<sup>rd</sup> March 2021 up to 15:00 Hrs..</b></p> <p>E. Place, Time and Date of opening of Pre-Qualification and Technical Bids <b>23<sup>rd</sup> March 2021 at 15:30Hrs</b> in the Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062. (Bid Due Date)</p>	<p>(viii) Key Timelines</p> <p>A. Name of the Department: Excise Department, Punjab.</p> <p>B. Address where physical bid (Technical Bid) to be submitted: Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062.</p> <p>C. Date &amp; Time of Pre-Bid meeting: 22<sup>nd</sup>, January 2021 at 12:30 Hrs.</p> <p>D. Last time and date for <b>online submission</b> of Technical and Financial Bids/Proposals: On or before 6<sup>th</sup> April 2021 up to 15:00 Hrs.</p> <p>E. Time and date for <b>physical submission</b> of Technical Bids/Proposals: On or before 6<sup>th</sup> April 2021 up to 16:00 Hrs.</p> <p>E. Place, Time and Date of opening of Pre-Qualification and Technical Bid on <b>7<sup>th</sup> April at 12:00 hrs</b> in the Office of Excise Commissioner, Excise and Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali, Punjab-160062. (Bid Due Date)</p>												
2.	Addendum to corrigendum Sr.No 13	If the project is carried out in a country other than India, the required project certificates need to be apostilled by the Indian Embassy in the particular country	<p>The bidders that want to showcase international experience as required would be required to follow the procedure listed in the following link to Apostille the project experience documents</p> <p><a href="https://mea.gov.in/apostille.htm">https://mea.gov.in/apostille.htm</a></p>												
3.	Addendum to corrigendum Sr.No 14	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Eligibility Criteria</th> <th>Document Proof</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>The Sole Bidder or <b>any</b></td> <td>Copies of the</td> </tr> </tbody> </table>	Sr No	Eligibility Criteria	Document Proof	5	The Sole Bidder or <b>any</b>	Copies of the	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Eligibility Criteria</th> <th>Document Proof</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>The Sole Bidder or <b>any member of</b></td> <td>Copies of the valid</td> </tr> </tbody> </table>	Sr No	Eligibility Criteria	Document Proof	5	The Sole Bidder or <b>any member of</b>	Copies of the valid
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		<p><b>member of the consortium</b> should have the following valid Certification as on date of submission of the proposal:</p> <ul style="list-style-type: none"> <li>• <b>CMMI Level-3 (Software) or above</b></li> <li>• <b>ISO 9001:2000 and above</b></li> <li>• ISO 27001-2013</li> <li>• ISO 20000-1</li> </ul>	valid certificates from authorized agencies.		<p><b>the consortium</b> should have the following valid Certification as on date of submission of the proposal:</p> <ul style="list-style-type: none"> <li>• <b>CMMI Level-3 (Software) or above</b></li> <li>• <b>ISO 9001:2000 and above</b></li> <li>• ISO 27001-2013</li> <li>• <del>ISO 20000-1</del></li> </ul>	certificates from authorized agencies.											
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5.	Section 5.1 Pg 64	Note: For projects with no total cost of contract, for example PPP projects on concession fee, the PTD (payment till date) billed value certified by the client will be considered.		Note: For projects with no total cost of contract, for example PPP projects on concession fee, the PTD (payment till date) billed value certified by the client/ <b>statutory auditor/Certified Chartered accountant</b> will be considered.													
6.	4.1 Pre-Qualification	Self-declaration by the authorized signatory of the Bidder, in the format given in the RFP. The Bidder should submit a		Kindly find attached the format the Bidder is required to submit as a declaration of the pending court cases against the firm specifically													

	Criteria Pg 61	declaration of the pending court cases (with details) against the firm specifically related to projects with central/state government. The tender evaluation committee's decision to debar/disqualify a firm from technical evaluation (based on court cases pending) would be final and binding upon the Bidders.	related to projects with central/state government in annexure 1 of this Addendum.
7.	Annexure 11 Point 14	Copy of membership certificate to Authentication Solution Providers Association of India	<b>DELETED</b>
8.	clause 2.11	The Bidder shall furnish an EMD of 25,00,000/- (Rupees Twenty five lakhs only) in the form of a bank guarantee from a nationalized bank payable at Mohali and in favour of 'Excise Commissioner, Punjab' as per the format provided at Annexure 2. Any Bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially for 180 (one hundred eighty) days from Bid Due Date, to be extended, if required. No interest will be paid on the EMD/Bid Securities/Bank Guarantees by the Department.	The Bidder shall furnish an EMD of 25,00,000/- (Rupees Twenty-five lakhs only) in the form of a bank guarantee from a nationalized bank payable at Chandigarh and in favour of ' <b>Managing Director Punjab Infrastructure Development Board (PIDB)</b> ' as per the format provided at Annexure 2 on this corrigendum. Any Bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially for 180 (one hundred eighty) days from Bid Due Date, to be extended, if required. No interest will be paid on the EMD/Bid Securities/Bank Guarantees by the Department.
9.	General	Annexure 10 – Self Evaluation Format  Annexure 11 – Tender Checklist	<b>All the changes in the Corrigendum and Addendum to Corrigendum would reflect in the Annexure 10 – Self Evaluation Format and Annexure 11 – Tender Checklist respectively.</b>

**Annexure 1**

**Format for Self-Declaration of Pending Court Cases**

**We declare that presently our Company/ firm \_\_\_\_\_ Has the following court case / dispute / claim with Arbitration Court etc are pending against the Agency / Firm or its owner / partner anywhere in India.**

<b>No</b>	<b>State/Central Government or Government body filing case against agency/firm/partner</b>	<b>Date of Filing Court Case</b>	<b>Description of Case filed against agency/firm/partner</b>
<b>1</b>			
<b>2</b>			

**I/ we also do hereby solemnly declare and affirm that the above declaration are true and correct to the best of knowledge and belief and nothing has been concealed therein.**

**(Signature of authorized signatory)**

**With seal of firm/ agency**

**Place:**

**Date:**

## Annexure 2: Bank Guarantee for Bid Security

Dated:

To  
Managing Director  
Punjab Infrastructure Development Board (PIDB)  
S.C.O. No. 33-34-35, Sec.34A, Chandigarh - 160022

Unconditional and Irrevocable

B.G. No.

- a) In consideration of you, having agreed to receive the Bid of ..... (name of the Bidder) and having its registered office at ..... (and acting on behalf of its Consortium)<sup>1</sup> (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ..... Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to PIDB an amount of INR ..... (Rupees ..... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- b) Any such written demand made by PIDB stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- c) 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 Bidder or any other person and irrespective of whether the claim of PIDB is disputed by the Bidder or not, merely on the first demand from PIDB stating that the amount claimed is due to PIDB by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. ....(Rupees ..... only).
- d) This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between PIDB and

the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

- e) We, the Bank, further agree that PIDB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of PIDB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between PIDB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- f) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- g) In order to give full effect to this Guarantee, PIDB shall be entitled to treat the Bank as the principal debtor. PIDB shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to PIDB, and the Bank shall not be released from its liability under these presents by any exercise by PIDB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of PIDB or any indulgence by PIDB to the said Bidder or by any change in the constitution of PIDB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but notice by way of request, demand or otherwise hereunder shall 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.
- h) 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 shall be deemed to have been duly authorized to receive the said notice of claim.
- i) It shall not be necessary for PIDB to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which PIDB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- j) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PIDB in writing.
- k) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- l) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. ....Crores (Rupees .....Crores only). The Bank shall be liable to pay the said amount or any part thereof only if PIDB serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 (one hundred and eighty) days after the Bid Due Date)].

Signed and Delivered by..... Bank

By the hand of Mr./Ms ....., its ..... and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)