

**Request for Proposal
For
Engagement of an Agency for Designing and Civil Construction
of Office Rooms including Supply of Material
By
Rewa Ultra Mega Solar Limited**

No. F/RUM/2020/REP/01-001/322

Issue date: 19.06.2021

Notice Inviting Tender (NIT) - F/RUM/2020/REP/01-001/318 Date: 18.06.2021

**OFFICE OF THE EXECUTIVE ENGINEER,
REWA ULTRA MEGA SOLAR LTD., Bhopal (M.P.)
Urja Bhawan, near - 5 no. bus stop, Shivaji Nagar,
Bhopal – 462016**

SHORT TERM TENDER NOTICE

Engagement of an Agency for designing and civil construction of Office Rooms including supply of material

No. RUMSL/2020/01-001/322

Issue date: 19.06.2021

Rewa Ultra Mega Solar Limited (RUMSL), a joint venture company of Solar Energy Corporation of India (SECI), Government of India, & Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL), Government of Madhya Pradesh, was established in 2015 to facilitate the development of solar parks in Madhya Pradesh under "Solar Park Scheme" and "Ultra-Mega Renewable Energy Power Projects" scheme of Ministry of New and Renewable Energy (MNRE). RUMSL functions a nodal agency and is responsible for land procurement, development of solar park infrastructure and evacuation system, and to certain extent power scheduling.

RUMSL has its registered office at Urja Bhawan, near - 5 no. bus stop, Shivaji Nagar, Bhopal. ***RUMSL intends to engage Agency for designing and civil construction of Office Rooms including supply of material.*** The Office Rooms is being developed for the Officials of the RUMSL and it shall have suitable amenities with finest layout to meet the day-to-day official requirement.

Detailed description is provided in the Request for Proposal (RFP) document. The RFP document and format of application can be viewed and downloaded from website <https://mptenders.gov.in/nicgep/app>. RFP could only be purchased through online by interested bidder on payment of INR 5900/- (Indian Rupees Five Thousand Nine Hundred Fifty Only) inclusive of 18% GST.

The last date for receipt of applications is 02/07/2021 by 15:30 hrs. Offline applications should be submitted at the address given below:

***Executive Engineer,
Rewa Ultra Mega Solar Limited,
Urja Bhawan, Near - 5 no. bus stop, Shivaji Nagar, Bhopal - 462016
Tel. No: 0755- 2980002
Fax: 0755-2551439
Website: www.rumsl.com
E-mail ID: rumsinfo@mpnred.com***

Interested firms may obtain further information or seek any clarifications from the address given above from between 10.30 - 13.30 hours and 14.30-17.00 hours, local time on all working days.

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Request for Proposal for “Engagement of an Agency for designing and civil construction of Office Rooms including supply of material”

1. Background

- 1.1. Rewa Ultra Mega Solar Limited (RUMSL), a joint venture company of Solar Energy Corporation of India (SECI), Government of India, & Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL), Government of Madhya Pradesh, was established in 2015 to facilitate the development of solar parks in Madhya Pradesh under “Solar Park Scheme” and “Ultra-Mega Renewable Energy Power Projects” scheme of Ministry of New and Renewable Energy (MNRE). RUMSL functions a nodal agency and is responsible for land procurement, development of solar park infrastructure and evacuation system, and to certain extent power scheduling.
- 1.2. RUMSL has its registered office at Urja Bhawan, near - 5 no. bus stop, Shivaji Nagar, Bhopal. RUMSL intends to engage an Agency for designing and civil construction of Office Rooms including supply of material. The Office Rooms are being developed for the Officials of the RUMSL and it shall have suitable amenities with finest layout to meet the day-to-day official requirements.

2. Objective

- 2.1. RUMSL intends to engage an Agency for designing and civil construction of Office Rooms at RUMSL registered office located at Urja Bhawan, near - 5 no. bus stop, Shivaji Nagar, Bhopal, including supply of material.

3. Conditions of Eligibility of Bidder

- 3.1. Bidder must carefully read the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 3.2. **Eligibility Criteria:** To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following Minimum eligibility requirements:

3.2.1. Bid Security:

- I. The Bidder shall furnish, as part of its Proposal, a Bid Security of INR 50,000 (Indian Rupees Fifty Thousand Only) online on <https://mptenders.gov.in>.
 - Any Proposal, not accompanied by the Bid Security, shall be treated as non-responsive and summarily rejected;
 - The bid security instrument should be initially valid for 90 days from the date of opening of the proposal;
 - The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that, without prejudice to any other right of the nodal office or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by nodal office under the following conditions:
 - If a Bidder withdraws its Proposal during the period of its validity and as extended by the Bidder from time to time; or

- In the case of a Bidder being selected, and fails to sign the Agreement/Work order within 10 days from issuance of work order or fails commence the assignment within 10 days from the signing of Agreement/ Work order.
- The Bid Security will be returned to the Selected Bidder on receipt of acceptance on Work Order along with submission of Performance Security of required amount.
- The Bid Security will be auto refunded by MP Tenders to the unsuccessful Bidders.

3.2.2. Technical and Financial Bidding Parameters:

The Bidder shall meet following minimum criteria:

I. Technical Eligibility:

- a. Offers are invited from Architects firms/Civil engineering contractors who have successfully executed similar work, as per details mentioned in RfP and are registered/empaneled with various department of M.P. Govt. & Central Govt.. The Bidder shall also have a valid EPF Registration..
- b. The Bidder should be a valid legal entity registered in India under Companies Act 1956 or 2013/ LLP Act 2008/ Partnership Act 1932
- c. The Bidder should have experience of providing services to State/Central Government departments with respect to architectural designing and construction of at least 2 (Two) residential or commercial building in last 6 (six) years i.e., on or after 1st April 2015.
- d. The Bidder should have at least 10 permanent employees on their payroll
- e. The Bidder should have at least 5 Architect (bachelor's degree in architecture), 1 Civil Engineer (bachelor's degree in civil engineering) and 1 Interior Designer (bachelor of diploma in Interior Designing) on their payroll
- f. The Bidder's organization shall have at least 10 years of experience of providing services with respect to architectural designing and construction of residential or commercial building. i.e. the firm shall be incorporated before 1st April 2011.

II. Financial Eligibility:¹

- a. Bidder shall have had Annual Average Turnover of INR 10 (Ten) Crores in last three Financial Years i.e, from FY 18 to FY20. The documentary evidence in the form of certificate from the Chartered Accountant of the Bidder certifying the revenues from the services (i.e. Architectural Consulting and/or civil construction) during each of the last three (3) financial years shall need to be provided.

¹ Bidder shall submit Annual Audited Reports/CA certified document as documentary evidence against financial eligibility.

- III. Any entity, which has either been directly barred by the Central/State Government/ PSU in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
- IV. To meet the above mentioned Technical and Financial Eligibility Criteria, the bidder may choose to form a Consortium partner before the last date of bidding. The Technical and Financial Eligibility Criteria could be jointly meet by the Consortium Partners. However, consortium of more than 2 (two) partners is not allowed.

4. Schedule of Selection Process

A	Issue of RFP Document	19/06/2021
	Time and date for purchase of Bid Document	Bid document can be purchased from MP tender portal https://mptenders.gov.in/nicgep/app up to 14:30 Hrs of 02/07/2021.
B	Time and date for submission of application	Technical Bid is required to be submitted in online and offline mode both , completed in all aspects. Offline bid should be addressed to Executive Engineer, Rewa Ultra Mega Solar Limited, Urja Bhawan, Shivaji Nagar, Bhopal, 462016 on or before 14:30 Hrs of 02/07/2021. (In case of any discrepancy between the online and offline submission of technical bid, information submitted through online mode will be considered as final submission) Financial Bid shall be submitted online only on or before 14:30 Hrs of 02/07/2021 , through https://mptenders.gov.in/nicgep/app (Please refer to instructions for submission of tender online given at the end of RfP)
C	Time and date for opening of the Technical Bids.	05/07/2021 at 14:30 Hrs.
D	Time and date for presentation	06/07/2021 at 14:30 Hrs.
E	Time and date for opening of the Financial Proposal.	To be intimated separately
F	Validity of Proposal	Minimum 90 calendar days from Proposal submission deadline.

The submission of bids and opening of the bids will be at the address mentioned under clause 9 of this RFP.

- 4.1. Any modifications, amendments, or corrigendum in RfP or timelines described under sub-clause 4 shall be updated only online and shall not be notified to any of interested Bidders individually. It will be sole responsibility and accountability of Bidder to keep itself updated about the RfP and its processes as well as timelines. RUMSL shall not be answerable or accountable for any implications.

5. Terms of Reference

- 5.1. The Agency shall design a state-of-the-art Office Rooms with all amenities and facilities meeting day-to-day official requirement of Officials of RUMSL.
- 5.2. The Agency shall prepare the Architectural Design in-consultation with the RUMSL/MPUVNL official as may be designated for supervision of this work. The area of the Office Rooms shall be 1280 Sq. Ft. The Agency Scope shall cover civil construction along with wooden work, furniture and fixtures, electrical fixtures (i.e. wiring connection points etc.), communication line (LAN/Broadband/Telephone etc.) lighting arrangements, interior decoration such as curtains and flower vases etc. The Office Rooms delivered by the Agency shall be Ready-to-Move completed with all amenities and facilities.
- 5.3. Upon approval of the Architectural Design by designated officer of RUMSL/MPUVNL, the Agency shall commence the construction of the Office Rooms at the space provided by RUMSL within office premises at Urja Bhawan, near - 5 no. bus stop, Shivaji Nagar, Bhopal (MP).
- 5.4. The Agency shall be responsible for procurement and supply of the building material and furniture for the construction of the Office Rooms. The Agency shall be solely responsible for the workmanship of the said work.
- 5.5. The Agency shall comply to the applicable Building Code and Environment, Health & Safety (EHS) norms.
- 5.6. The Agency shall provide all necessary and/or statutory certificate stating the compliance of applicable code/act/regulation while constructing the Office Rooms.
- 5.7. The Agency shall provide Original Guarantee/Warranty of the material/appliance as may be received by them upon procurement of original material/appliance.

6. Deliverables

- 6.1. Draft Architectural Layout for the Office Rooms within One (1) weeks from the date of execution of the Contract and issuance of Notice to Proceed by RUMSL
- 6.2. Final Architectural Layout for the Office Rooms shall be delivered within Three (3) days from date of official acceptance of the Architectural Layout with RUMSL/MPUVNL official on the observation on Draft Architectural Layout.
- 6.3. Ready to move Office Rooms within Four (4) weeks from the date approval is granted by the RUMSL on Final Architectural Layout.

7. Duration of the Contract

- 7.1. The duration of the assignment would be for a period of **Twelve (12) weeks**, from the date of execution of the Contract and issuance of Notice to Proceed by RUMSL. To account for any unexpected delays in decision/approvals from various entities the duration of the assignment shall be extended by RUMSL on receipt of request by selected bidder citing valid reason to the satisfaction of RUMSL.
- 7.2. **Project Timelines:** The timelines for the assignment shall be as follows:

S. No.	Activities	Time to Complete
1	Signing of Contract with successful Bidder	Date to Start (T)
2	Submission of draft Architectural Layout for the Office Rooms	T + 1 Week
3	Discussion with RUMSL on draft Architectural Layout	T + 1.5 Weeks
4	Submission of Final Architectural Layout for the Office Rooms	T + 2 Weeks
5	Completion of construction of Office Rooms along with all associated work to make it Ready-to-move	T + 6 Weeks

8. Support provided by RUMSL/MPUVNL

- 8.1. RUMSL/MPUVNL shall provide land/space within the office premises i.e., at Urja Bhawan, near - 5 no. bus stop, Shivaji Nagar, Bhopal (MP) for construction of the Office Rooms.
- 8.2. RUMSL/MPUVNL shall provide access to the officers/labour/worker of the Agency to the office premises.
- 8.3. RUMSL shall appoint Engineer In-charge for review and monitoring of the work and coordination with the officers of the Agency.
- 8.4. RUMSL/MPUVNL shall issue Acceptance Certificate to the Agency upon completion of the construction of the Office Rooms to the satisfaction of the RUMSL/MPUVNL officials and as per the agreed Architectural Layout Design.

9. Application Submission

- 9.1. The Bidder shall purchase the bidding document from <https://mptenders.gov.in/nicgep/app>. The cost of Bidding Document shall be **INR 5000 + GST @ 18% i.e., total value INR 5900 only (Indian Rupees Five Thousand Nine Hundred only)**). The bid document is non-transferrable and proof of payment of purchase of bid document shall be provided along with the bid. Non-submission of the same shall provide right to RUMSL to outrightly reject the bid.
- 9.2. The application is to be submitted both offline and online. Financial bids shall be submitted only online. Offline applications shall be submitted in a sealed envelope (Main Envelope) which should be transcript in the following manner:

"Application for Engagement of an Agency for designing and civil construction of Office Rooms including supply of material"

To,

***Executive Engineer,
Rewa Ultra Mega Solar Limited,
Urja Bhawan, Near - 5 no. bus stop,
Shivaji Nagar, Bhopal - 462016
"Name of the Bidder"***

- 9.3. The Main Envelope shall contain the following documents:

- a. Covering letter as per attached format

- b. Technical proposal, including documents showing work experience and competence in the relevant areas.
- c. Proof of payment of EMD
- d. Proof of payment of Bid document fees
- e. Application as per formats

9.4. All the document submitted by the Bidder shall be signed by the authorized representative of the Bidder. Power of Attorney as per Format - 6 shall be submitted by Bidder in favour of signing authority for signing the bid documents.

9.5. Online bids are to be submitted by date and time specified in the RFP. Bidder would be intimated about the opening of the technical and financial bids.

9.6. Bid data should be filled in and the Bid seals of all the envelopes and the documents which are to be uploaded by the Bidder. Bid should be submitted online within the time schedule in Bid Information Sheet. Physical Copy of the Bid Shall be submitted at address mentioned at clause 9.2

9.7. Covering Letter and application form should be enclosed in Main Envelope and submitted in sealed form to the Executive Engineer (Rewa Ultra Mega Solar Limited) within the specified time limit.

9.8. The Bidder has the option of sending his application (but not in-lieu of online submission) by courier/registered post/speed post or submitting in person so as to reach at the designated address by the time and date stipulated in this RFP. Application submitted by telex/ telegram/ fax/ email shall not be considered under any circumstances. The nodal office shall not be responsible for any delay in receipt of Response. Any application received after the time and date for submission stipulated in the RFP shall not be opened and returned unopened; and

9.9. No change or supplemental information to the Response to TOR already submitted will be accepted after the scheduled date and time of submission of Response to TOR. Notwithstanding the above, the nodal office reserves the right to seek additional information from the Developer, if found necessary, during the course of evaluation of Response.

10. Amendments to the RFP

10.1. At any time prior to the deadline for submission of the proposal, RUMSL may for any reason, modify the RFP. The prospective respondents having received the RFP shall be notified of the amendments through tender portal and such amendments shall be binding upon them. Suitable time extension may also be provided on case to case basis, depending upon the nature and scale of amendments.

11. Total Contract Value

11.1. The financial proposal by the selected bidder shall be exclusive of the applicable taxes, duties and any associated cess. This financial proposal shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, local travel costs and any other associated travel costs, building material cost, worker and labour cost, furniture and fixtures cost etc..

11.2. The successful Bidder shall bear the change in material cost, if any, during the Contract duration. Further, even if extension is provided in the Contract Duration to the successful bidder for any reason whatsoever, under no circumstance RUMSL shall bear any liability arise due to change of material cost, it has to be borne by selected Bidder only.

12. Criteria for Evaluation

12.1. Evaluation of Technical Proposals

12.1.1. In the first stage, the Technical Proposal will be evaluated based on Bidder's experience, presentation and financial capability. Only those Bidder whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

12.1.2. The scoring criteria to be used for evaluation shall be as follows:

Sr. No	Criteria	Maximum Points	Criteria for assigning Points	Remarks
1	Number of completed or ongoing assignment of providing services to State/Central Government departments with respect to architectural designing and/or construction of residential or commercial building in last 6 (six) years i.e., on or after 1 st April 2015.	15	More than 3 → 15 point Equal to 3 → 10 point Equal to 2 → 5 point	1. Valid documentary evidence to be submit against all experience criteria 2. Valid certificate from
2	Number of completed or ongoing assignment of providing services to super-deluxe hospitality industry with respect to architectural designing and/or construction of residential or commercial building in last 6 (six) years i.e., on or after 1 st April 2015.	10	More than 4 → 10 point Equal to 4 → 6 point Equal to 2 → 3 point	Chartered Accountant shall be submitted in support of Annual Average Turnover and Net worth. 3. Valid copy of Certificate of
3	Number of Resource Personnel with Degree in B.Arch. available with the bidder on payroll	10	More than 5 → 10 point Equal to 5 → 5 point	incorporation/ registration shall be submitted by the bidder. 4. Certificate on Company
4	Number of Resource Personnel with BE/B.Tech Degree in Civil Engineering available with the bidder on payroll	10	More than 1 → 10 point Equal to 1 → 5 point	letterhead shall be submitted stating the experience
5	Number of Resource Personnel with Degree or Diploma in Interior Designing available with the bidder on payroll	10	More than 1 → 10 point Equal to 1 → 5 point	

Sr. No	Criteria	Maximum Points	Criteria for assigning Points	Remarks
6	Annual Average Turnover in last three Financial Years.	10	More than 12 Cr. → 10 point	and qualification of the resource personnel available with the Company duly signed by the Authorized Signatory of the Bid
			Between 10 to 12 Cr. → 7 point	
			At least 10 Cr → 5 point	
7	Presentation before the Bid Evaluation Committee	35	Suitability of the architectural design layout, concept, selection of material – make and brand, understanding of the work etc. → Max marks 25	
Total Technical Points		100		

12.2. Shortlisting of Bidder

- 12.2.1. Only those Bidder whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration and shall be short-listed with ranking from highest to the lowest based on their technical score (ST).

12.3. Evaluation of Financial Proposal

- 12.3.1. Each Financial Proposal will be assigned a financial score (SF).
- 12.3.2. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 12.3.3. Bidder has to quote following cost separately (exclusive of any Taxes, cess or duties) for each Module, however evaluation shall be done on cumulative of all cost component quoted for each module.
- 12.3.4. RUMSL will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Bidder. The lowest financial proposal exclusive of any taxes, cess or duties) (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F \text{ (F = amount of Financial Proposal of the Bidder, exclusive of any taxes, cess or duties)}$$

12.4. Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times 0.70 + S_F \times 0.30$$

Where S is the combined score

13. Award of contract to successful bidder

- 13.1. RUMSL shall provide LOA to the Successful Bidder. The date of issuance of LOA shall be intimated by the RUMSL to the Successful Bidder.

- 13.2. The Successful Bidder has to sign the LOA and submits PBG in favour of RUMSL of required value within 05 days from the date of issuance of LOA, the RUMSL reserves the right to annul/ cancel the LOA of the Successful Bidder.
- 13.3. In case RUMSL cancels the LOA issued to the Successful Bidder due to its non-compliance or successful bidder fails to sign the LOA within the stipulated timeline, the capacity of such bidder will be withdrawn and the bidder will be debarred from participating in RUMSL RFPs / tenders for a period of five years as specified in the bid security declaration.
- 13.4.
- 13.5. Upon acceptance of LOA by the successful Bidder, RUMSL shall issues Work Order and Notice to Proceed to the successful Bidder.
- 13.6. RUMSL reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof.

14. Performance Bank Guarantee

- 14.1. The successful bidder has to submit Performance Bank Guarantee with 5 (Five) acceptance of LOA. The Performance Bank Guarantee shall be valid for 6 months which shall be modified as per requirement. The Performance Bank Guarantee shall be INR 2,00,000/- (Two Lakhs) in the form of FDR or TDR/ Bank Guarantee (BG) of any nationalized/scheduled bank in favour of the "Chief Finance Officer, RUMSL", payable at Bhopal. The Performance Security will be returned within ninety (90) days from the expiry of the engagement, on satisfactory completion.
- 14.2. The PBG shall be forfeited in case the successful bidder is failed to accomplish the task with the specified timeline or to the satisfaction of the RUMSL/MPUVNL Engineer-in Charge.

15. Payment Terms

- 15.1. No advance payment shall be made.
- 15.2. Payment shall be paid as per the following schedule:

S. No.	Description	% of Payment
1	Submission of Draft Architectural design layout	10% of Contract Value
2	Submission of Final Architectural design layout	20% of Contract Value
3	Approval of Final Architectural design layout and issuance of Notice to Proceed for procurement of material and construction of Office Rooms	20% of Contract Value
4	Issuance of Acceptance Certificate by RUMSL/MPUVNL	50% of Contract Value

- 15.3. RUMSL shall make payment against the undisputed invoice (duly supported with requisite documents) within 30 Days from receipt of the Original invoice along complete set of supporting documents.

16. Acceptance Certificate

- 16.1. On completion of the work, the contractor shall be furnished with a certificate by the RUMSL/MPUVNL officer upon completion of the work. But such certificate shall not be given until the contractor shall have removed from the premises on which the work has been executed a scaffolding surplus material etc. and cleaned off the dirt from all wood works, doors, windows walls, floors or other parts of any building of the office premises.

17. Taxes Duties & Levies:

- 17.1. All Taxes, Duties and Levies payable on account of performance of the required services by the Agency under this contract, including corporate income tax shall be payable by the Credit Rating Agency. The TDS shall be deducted under Income Tax Act, 1961 as per rates applicable from time to time, and the Certificate for Tax Deducted at Source (TDS) will be issued by the client to the Agency for further filing of return.

18. Confidentiality of Data and Documents

- 18.1. All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the office of RUMSL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of CEO, RUMSL.

19. Conflict of Interest

- 19.1. Neither the Bidder nor any of the personnel engaged by the Bidder shall engage in any personal, business, or professional activity, which conflicts or could conflict with any of their obligations in relation to this engagement.
- 19.2. The Bidder and the Bidder's personnel shall notify RUMSL immediately of any actual or potential conflict, together with recommendations as to how the conflict can be avoided or mitigated.
- 19.3. The Bidder shall observe, in competing for and executing a contract, the laws against fraud and corruption (including bribery). The Bidder shall also furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.
- 19.4. In case of failure to comply with any of the above, the office reserves the right to terminate the Contract immediately, without any financial obligations or liabilities and may also forfeit the Bid Security/Performance Guarantee provided by the Bidder.

20. Rights of RUMSL

- 20.1. RUMSL reserves the right to cancel this RFP, and not to proceed in the matter, at any stage accept or reject any or all applications, without giving any explanations, whatsoever. Further, RUMSL will not be held liable for any financial damages, whatsoever, caused to any party(ies) upon cancellation of this notice.

21. Termination of Contract

- 21.1. Neither selected Bidder nor RUMSL can Terminate the Contract for convenience.

- 21.2. RUMSL may, by way of written notice, terminate the Contract under the following conditions:
- The selected bidder is unable to address the assigned works;
 - Quality of the assigned works is not to the satisfaction of the nodal office;
 - The selected bidder fails to meet the prescribed timelines assigned under the prescribed time period;
 - The selected bidder commits any material or persistent breach of its obligations under the Contract; and
 - Fails to rectify the underlying breach of the Contract after 15 days from any such notice issued by RUMSL
- 21.3. The selected bidder shall be allowed 10 working days to be heard before competent authority, as may be specified in the termination notice, before termination of the Contract. Decision of the competent authority shall be binding for RUMSL and the agency executing the work under the Contract.
- 21.4. There shall be no Termination Compensation shall be payable, whatsoever, to the selected Bidder, by RUMSL, in case RUMSL Terminates the Contract as per the clause 21.2 of this RFP.
- 21.5. The selected bidder shall also have right to Terminate the Contract, in case RUMSL fails to settle the undisputed invoice amount, in full, within 3 months from submission of invoices as per the terms and conditioned mentioned under clause 15.3 of this RFP.
- 21.6. The amount of the Termination Compensation arising out of occurrence of Clause 21.5 shall be equivalent to the amount payable to the Bidder as on date of intimation of Termination by the selected Bidder.

22. Dispute Resolution

- 22.1. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act, 1996 and its amendments thereto..

23. Liquidated Damages

- 23.1. RUMSL shall deduct the Liquidated Damages from the invoice amount or from the PBG (in case no amount is payable by RUMSL to the selected Bidder) @ 0.5% of contract value of corresponding Module for delay of each week, subject to maximum of 10% of Total Contract Value (i.e. cumulative value of all Module)

24. Obligation of the RUMSL

- 24.1. RUMSL shall provide space for construction of the Office Rooms and access to RUMSL/MPUVNL premises to the authorized personnel including labour and worker of the selected bidder.

25. Liability of the Selected Bidder

- 25.1. Except where there is proven misconduct, gross negligence, dishonesty or fraud on behalf of the Selected Bidder, the Bidder's liability under the Contract shall be limited to the amount of the Contract Value.

26. Working hour

- 26.1. The hours of work for the labor employed by the successful Bidder shall conform to

the hours fixed by the local administration, the daily and weekly Act 1984 or any other similar law in force as amended up to date.

27. Visit to site

- 27.1. The submission of a tender by a tenderer implies that he has read and accepted these instructions the conditions of the contract etc. and has made himself aware of the scope and specification o the work to be done and off the conditions and rates at which stores, tools and plants. Etc. will issue to him and local conditions, and availability of materials of required quality and quantity and other factors bearing the on execution of the work. The RUMSL/MPUVNL will not after acceptance of contract pay extra charge for any reason whatsoever in case the contractor is found later on to have misjudged the actual conditions at site of work or the availability of materials etc. for work.

28. Transport of materials

- 28.1. The successful Bidder shall arrange for all transport of materials and include all such cost in the rates quoted by him for finished work. The successful Bidder shall make his own arrangement for the supply of wagons, if required by him, for the transport of his material at his own expenses.

29. Fencing and Lighting

- 29.1. The successful Bidder shall be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provision of temporary roadways, guards and fences as far as same may be rendered necessary by reason by the work the accommodation and protection of the workers, passengers or other traffic and of the owners and occupiers of adjacent property and of the public.

30. Electrical Energy and water supply for construction

- 30.1. Electrical energy and water may be supplied if available on getting request from the successful Bidder for construction purpose (Including lighting and power) free of cost. The RUMSL/MPUVNL will not be responsible for the inconvenience cause due to failure of power supply and/or non-availability of water at office premises of RUMSL/MPUVNL. No compensation for delay in works on this account can be claimed by the successful Bidder.

31. Damage to work

- 31.1. The works whether fully completed or incomplete all the materials, machinery, tools, plant temporary buildings and other things connected there with shall remain at the risk and in the sole charge of the successful Bidder until the completed work has been delivered to the Engineer-in-charge and till Acceptance certificate has been obtained from the RUMSL/MPUVNL officer. Until such delivery of the completed work, the successful Bidder shall at his own cost take all precaution necessary to keep all the aforesaid works, materials, machinery, plants, temporary building and other things connected therewith free from any loss or damage and in the event of the same or any part thereof being lost or damaged he shall forthwith reinstate and make good such loss or damage at his own cost.

32. Sub-letting of contract

- 32.1. The contract in all full or any part thereof shall not be assigned or sublet without

the written permission of the RUMSL (or its nominee). In case such permission is granted however, it shall be borne in mind that the RUMSL shall under no circumstances recognize the sub-contractors and the responsibility of executing the work according to the specifications and within the stipulated time shall entirely rest with the principal contractor.

33. Storage facility

- 33.1. No storage facility shall be provided by the RUMSL/MPUVNL
- 33.2. The successful Bidder shall make his own arrangement for the storage of the material as well safe custody of the same.
- 33.3. RUMSL/MPUVNL shall assume no liability whatsoever in case of damage or theft of the material stored by the successful bidder at the office premises (construction site).

34. Protection of public and workman

- 34.1. It shall be the sole responsibility of the contractor to protect the public and his employees and workmen against accident from any cause and he shall indemnify the Company from any claims for damages or injury to a person or property resulting from such accident.

35. Successful Bidder's liability for loss, damage, accident etc.

- 35.1. The successful Bidder shall indemnify and save the RUMSL/MPUVNL against all actions, suits, claims, demands, costs or expenses arising in connection with injury suffered prior to the date when the work shall have been taken over by person employed by the contractor, his subcontractor on the works whether under the General law or under the Workmen's Compensation Act. 1923 or any other status or law in force dealing with the question of the liability of the employers and shall so take steps properly to ensure against any claims thereunder.
- 35.2. On the occurrence of an accident which results in the death of any of the workmen employed by the successful Bidder or which is so serious as to be likely to result in death or disablement (partial or full) of any such workmen, the successful Bidder shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer-in-charge of the RUMSL/MPUVNL the fact of such accident. The successful Bidder shall indemnify the RUMSL/MPUVNL against all loss or damage sustained by the RUMSL/MPUVNL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by the RUMSL/MPUVNL as a Consequence of the RUMSL's/MPUVNL's failure to give notice under the workmen's compensation Act., or otherwise to confirm to the provision of the said Act, in regard to such accident.
- 35.3. In the event of any claim being made, or action brought against the RUMSL/MPUVNL and arising out of the matter referred to and in respect of which to contract is liable under this clause the successful Bidder shall be immediately notified thereof, and he shall, with the assistance, if he so requires of the RUMSL/MPUVNL but at the sole expenses of the successful Bidder, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the RUMSL/MPUVNL shall at the expense of the contractor afford all available assistance for any such purpose.
- 35.4. In the event of any accident respect of which compensation may become payable

under workmen's Compensation Act. VII of 1923 or under applicable act and regulation of central and state government, whether by the successful Bidder or by the RUMSL/MPUVNL as principal employer, it shall be lawful for the Engineer-in-charge to retain out of moneys due and payable to the successful Bidder such sum or sum of moneys as may be in the opinion of the Engineer-in-charge be sufficient to meet such liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

36. Employment of qualified Engineer and Personnel

- 36.1. The contractor will have to engage engineers and engineering supervisory staff commensurate with the technical nature and quantum to work in the event the Engineer-in-charge finds that engineering and supervisory staff employed at any stage is not adequate and that the contractor has not taken due action to employ the required staff in spite of notice given to him in writing by the Engineer-in-charge, the later shall have power to recover from any payments due to the contractor by anyway of penalty a sum equal to the estimated salary of the staff so less employed.

37. Specification to be followed

- 37.1. The work will be carried out strictly in accordance with Indian Standard Code of Practice. The aforesaid specification should be agreed at the time of finalization of the Architectural Design layout. In the absence of any specification in any of the above codes the specification as decided by the Engineer In-Charge shall be applicable.

38. Materials and workmanship

- 38.1. The successful Bidder shall execute the whole and every part of the work in the most substantial manner both as regards to materials and workmanship and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawing and instruction in writing relating to Term of Reference provided under this RFP.

39. Alteration in specification and designs

- 39.1. The RUMSL/MPUVNL shall have power to make any alteration in omissions from, additions to or substitutions for the original specifications, drawing, designs and instructions, that may appear to be necessary or advisable during the progress of the work, and the successful Bidder shall be bound to carry out the work in accordance with any instructions, which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional or substitute work which the successful Bidder may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.
- 39.2. The time for the completion of the work may be extended in proportion that the altered, additional or substituted work gears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work for which no rate is specified in the RFP/contract such class of work shall under no circumstances be commenced by the successful Bidder or without an order in

writing by the Engineer-in-charge and the rate for such work shall be derived before commencing the work

40. No claim for any payment or compensation for alteration in or restriction of work

40.1. If at any time after the execution of the contract agreement, the Engineer-in-charge shall for any reasons whatsoever, requires the whole or any part of the work as specified in the tender to go stopped for any period or shall not require the whole or part of the work to be carried out at all he shall give notice in writing of the fact to the successful Bidder who shall there upon suspend or stop the work totally or partially as the case may be. In such case the successful Bidder shall there upon suspend or stop the work totally or partially as the case may be. In such case the contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labor recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated, where, however, materials have already been purchased by the successful Bidder before receipt by him of the said notice, the contractor may be paid for such materials at the market rates of at the actual purchase price of the said material whichever is less, provided they are not in excess of requirements and are of approved quality.

41. Force majeure

41.1. Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing, within two (2) days of occurrence or cessation of such circumstances.

42. Right to withdraw the RFP and to reject any bid:

42.1. This RFP may be withdrawn or cancelled by the RUMSL at any time without assigning any reasons thereof. The RUMSL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

42.2. The RUMSL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the RUMSL shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.

42.3. Bid(s) that are grossly incomplete in any respect or those that are significantly inconsistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, RUMSL reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation/processing of the Bid(s). Non-submission or delayed submission of such additional

information or clarifications sought by RUMSL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope, as per clause 9.3 shall be ensured, failure on this account may lead to rejection of Bid.

- 42.4. Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

43. Bid deadline

- 43.1. The Bidder should submit the technical bid online and physical copy of the technical Bid at designated address on or before the time schedule mentioned in Bid Information Sheet.
- 43.2. The Bidder should submit the Financial bid online only. No physical copy of Financial bid is to be submitted. Any physical submission of Financial Bid shall become ground for rejection of the proposal submitted by the Bidder.

44. Validity of bid

- 44.1. The bid shall remain valid for a period of Ninety (90) Days from the date of bid deadline and will be called the Bid Rate Validity Period for this tender. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Award ("LOA"), RUMSL shall blacklist the bidder(s) as per the provisions of this RFP. The date of issuance of LOA shall be intimated by the RUMSL to the Successful Bidder. In exceptional circumstances if LOA is not issued to the Successful Bidder(s), the RUMSL may solicit the Bidder's consent to an extension of the period of Bid Validity Period by 90 days.

45. Cost of bidding

- 45.1. The Bidder shall bear all the costs associated with the preparation and submission of his offer, RUMSL in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/ withdraw the invitation of Bid.

46. Language

- 46.1. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The Agreement/Work order and all correspondence between the RUMSL and the Bidder shall be in Hindi/English language.

47. Zero deviation

- 47.1. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

48. Fraud and corruption

- 48.1. The Bidder, their suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the RUMSL:

48.1.1. Defines, for the purpose of this provision, the terms set forth below as follows:

- a. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a RUMSL's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

- f. acts intended to materially impede the exercise of the RUMSL's inspection and audit rights.

48.1.2. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

48.1.3. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

48.1.4. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the RUMSL to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the RUMSL.

49. Debarred from participating in RUMSL/MPUVNL tender

49.1. RUMSL reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be blacklisted and debarred from participating in RUMSL any future tender/ RFP for a period of five years.

Formats and instructions for Response to RFP

The following formats are required to be included in the Applicant's Response to RFP.

1. Format for the Covering Letter
2. Format for Details of Applicant
3. Format for Experience of the Firm
4. Format for Team Composition
5. Format for Curriculum Vitae
6. Format for Power of Attorney
7. Format for Bank Guarantee
8. Format for evaluating Eligibility of bidder
9. Format for Count of Assignments performed for Technical Evaluation
10. Format for Affidavit for not being blacklisted
11. Format for Consortium Agreement
12. Format for submission of Financial Proposal
13. Instructions for submitting tender online

Applicants shall strictly provide information as per the above formats may use additional sheets to submit the information for its detailed Response.

1. Format for Covering Letter

(To be printed on letterhead of Applicant having valid CIN details)

Date: *(dd-mm-yyyy)*

Letter Ref. No.:

To

Executive Engineer

Rewa Ultra Mega Solar Limited,

Urja Bhawan, Near - 5 no. bus stop

Shivaji Nagar, Bhopal – 462016

Sub: Application in response to the RFP for Engagement of an Agency for designing and civil construction of Office Rooms including supply of material

Ref: RFP No. _____, Dated: _____

Kind Attention: Chief Executive Officer, RUMSL

Dear Sir,

Having reviewed and fully understood in detail all the information provided in the TOR document, hereby submit application in full compliance with the provisions specified in the TOR for "**Engagement of an Agency for designing and civil construction of Office Rooms including supply of material**"

We agree to abide by and fulfill all the terms and conditions of the RFP.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP.

Declaration:

a. We hereby unconditionally accept that RUMSL/MPUVNL can at its absolute discretion apply whatever criteria it deems appropriate, in short-listing of bidders.

b. We, declare that the information as submitted in this application is true to the best of my knowledge. In case any information given in this application or attached documents are found to be incorrect at any point of time, we understand that the nodal office may reject my response to TOR/Bid, and/or cancel the order, if issued.

c. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the RUMSL will have the right to disqualify us in case of any such deviations. We understand that the selection shall be as per the details mentioned in the RFP document. We agree to abide by the provisions laid down under the RFP document issued by the RUMSL.

d. Our Financial Proposal is Firm and it shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date [Insert Date] indicated in Clause 44.

Yours truly

(Name, Designation, Seal and Signature)

(Address)

(Contact details: telephone no. , fax no.)

2. Format for Details of Applicant

#	Description	Details
1.	Name of the Applicant Registered office address: Telephone no.: Fax no.: e-mail: Correspondence address: Telephone no: Fax no: e-mail id:	
2.	Name of Authorized signatory to sign bid document and Contract Agreements etc. <i>(To be supported by Power of Attorney as per Format - 6)</i>	
3.	Incorporation Certificate <i>(To be supported with valid documentary evidence)</i>	
4.	Name and address for correspondence with Authorized Representative of Applicant. Telephone no.: Fax no.: Email:	
5.	Whether the Applicant or any of its promoter(s)/director(s)/associates is blacklisted by any central government or state government/ department/ agency in India? <i>(yes/no). An undertaking shall be provided in specified format along with the technical proposal duly signed by</i>	

	<i>the authorized representative of the bidder.</i>	
7.	Any other information (use separate sheet)	

(Name, Designation, Seal and Signature)

(Address)

(Contact details: telephone no. , fax no.)

3. Format for Experience of the Firm

Project		
Client:		Duration (Start; End Date):
Contract Value:	Person months input:	Total person months under the Contract:
Firm which undertook work:		
Name of associate Bidders, if any:		
Narrative description of project:		
Experience relevant to the present assignment:		

(Name, Designation, Seal and Signature)

(Address)

(Contact details: telephone no. , fax no.)

4. Format for Team Composition

S. No.	Name of the resource on payroll of the Company	Educational Qualification	Experience (in Years)	Description of Experience

(Name, Designation, Seal and Signature)

(Address)

(Contact details: telephone no. , fax no.)

5. Format for Curriculum Vitae

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the RUMSL.

{day/month/year}

Name of Expert	Signature	Date
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{day/month/year}

Name of authorized	Signature	Date
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Representative of the proposed resource
(the same who signs the Proposal)

6. Format for Power of Attorney

(To be executed on NJSP of value Rs. 500 or as per MP stamp Duty Act, whichever is higher)

POWER OF ATTORNEY

Know all men by these presents, We.....(*name and address of the registered office of Lead Bidder*) and(*name and address of the registered office of Consortium partner. To be filled only in case Bid is being submitted as Consortium otherwise strike it off*) do hereby constitute, appoint and authorise Mr / Ms.....(*name and residential address*) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for the project including signing of all documents in our Response to our application for services for implementation of centralized monitoring system by Integration of data of renewable Energy sources, Operation and Maintenance for a period of 5 years and supply of required software and Hardware in the State of Madhya Pradesh, country of India, including submission of all documents and providing information / Responses to Chief Executive Officer, RUMSL, representing us in all matters before Nodal office/State Government, and generally dealing with Nodal office/State Government in all matters in connection for the said Project.

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

For (Insert name of the Applicant on whose behalf PoA is executed)

(Signature)
(Name)
(Designation)
(Accepted)

Specimen signatures of attorney attested (Lead Bidder, if applicable)

(Signature of Notary Public)
(Name)
(Designation)
(Address of the Attorney)
Place: _____
Date: _____

Specimen signatures of attorney attested (Consortium Partner other than Lead Bidder, if applicable)

(Signature of Notary Public)

(Name)

(Designation)

(Address of the Attorney)

Place: _____

Date: _____

Note:

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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *In case the applicant is individual then separate declaration to this effect shall be required to be submitted.*
3. *Strike-off whichever is not applicable*

7. Format for Bank Guarantee

(To be executed on NJSP of appropriate value as per MP Stamp Duty Act)

This Deed of Guarantee executed by.....<name of the bank>, a banking company within the meaning of Companies Act 1956/2013 and having its Registered Office at<registered office address of the Bank> and among others branch office at <insert relevant branch office name> (hereinafter referred to as "the Bank") in favour of <insert name of beneficiary> (hereinafter referred to as 'the Beneficiary') for an amount not exceeding INR. (Rupee only) as per the request of <name of Bidder>, having its registered office address at <registered office address of Bidder> (hereinafter referred to as "Bidder") against RfP/ Work Order reference number dated (hereinafter referred to as "the RfP/ Order") of <name of beneficiary> for providing services for..... This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum INR (Rupee only) and the guarantee shall remain in full force up to and cannot be invoked otherwise by a written demand or claim by the Beneficiary under the Guarantee served on the Bank before<claim date>.

AND WHEREAS, it has been stipulated by you in the RfP/ Order that the Bidder shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the RfP/ Bidder's performance obligations for a period in accordance with the RfP/ contract.

AND WHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE, we <name of the Bank>. hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder up to a total of INR. (Rupee only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of INR(Rupeeonly) as, aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until<BG validity date> NOTWITHSTANDING anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed INR..... (Rupeeonly).
2. This Bank Guarantee shall be valid till <BG validity date>.
3. We're liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before <claim date>.

All claims under this Guarantee shall be payable at Bhopal, <name & address of the bank>

8. Format for evaluating Eligibility of bidder (as per clause 3)

S. No	Particulars	Status Yes / No	Relevant page no. of the proposal (for supporting documents)
1.	Valid legal entity registered in India under Companies Act 1956 or 2013/ LLP Act 2008/ Partnership Act 1932		
2.	Submitted Bid Security (Rs. 50,000)		
3.	Submitted Bid Document Fees (Rs. 5,900)		
4.	Architects firms/Civil engineering contractors who have successfully executed similar work, as per details mentioned in RfP and are registered/empaneled with various department of M.P. Govt. & Central Govt..		
5.	EPF registration		
6.	Have Annual Average Turnover of INR 10 (Ten) Crores in last three Financial Years. The documentary evidence in the form of certificate from the Statutory auditor of the Bidder certifying the revenues from the services during each of the last three (3) financial years shall need to be provided.		
7.	Have experience of providing services to State/Central Government departments with respect to architectural designing and construction of at least 2 (Two) residential or commercial building in last 6 (six) years i.e., on or after 1 st April 2015.		
8.	Have at least 10 permanent employees on their payroll <i>(Declaration along with name of employees with their experience and educational details on Company Letter Head with CIN detail shall be furnished duly signed by the Authorized signatory of the Bid document)</i>		
9.	Have at least 5 Architect (bachelor's degree in architecture), 1 Civil Engineer (bachelor's degree in civil engineering) and 1 Interior Designer (bachelor of		

	<p>diploma in Interior Designing) on their payroll</p> <p><i>(Declaration along with name of employees with their experience and educational details on Company Letter Head with CIN detail shall be furnished duly signed by the Authorized signatory of the Bid document)</i></p>		
10.	The Bidder organization has been incorporated before 1 st April 2011		
11.	Bidder has not been barred by the Central/State Government/ PSU in India, or any entity controlled by them, from participating in any project, and the bar does not subsists as on the date of Proposal.		

(Name, Designation, Seal and Signature)

(Address)

(Contact details: telephone no. , fax no.)

9. Format for Count of Assignments performed for Technical Evaluation

S. No	Particulars	Count / Experience	Name of the project (if applicable)	Relevant page No. of supporting document
1.	Number of completed or ongoing assignment of providing services to State/Central Government departments with respect to architectural designing and/or construction of residential or commercial building in last 6 (six) years i.e., on or after 1 st April 2015.			
2.	Number of completed or ongoing assignment of providing services to super-deluxe hospitality industry with respect to architectural designing and/or construction of residential or commercial building in last 6 (six) years i.e., on or after 1 st April 2015.			
3.	Number of Resource Personnel with Degree in B.Arch. available with the bidder on payroll			
4.	Number of Resource Personnel with BE/B.Tech Degree in Civil Engineering available with the bidder on payroll			
5.	Number of Resource Personnel with Degree or Diploma in Interior Designing available with the bidder on payroll			
6.	Annual Average Turnover in last three Financial Years is at least 10 Cr.			

(Name, Designation, Seal and Signature)

(Address)

(Contact details: telephone no. , fax no.)

10. Format for Affidavit for not being blacklisted

(On company Letterhead with valid CIN details)

Affidavit

We <provide Name of the Firm/Company/Organization/ Consortium> having its registered office at < Office Address> represented by its director Mr. <Name of the Director>/Partner Mr. <Name of the Partner> as indicated in Power of Attorney, do hereby solemnly and sincerely affirm and state as follows that :

a. We <provide Name of the Firm/Company/Organization/ Consortium> or our Directors/Engagement Partner are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/ any Regulatory Authorities in India or any entity controlled by them or by World Bank or IFC, from participating in any project.

b. We <provide Name of the Firm/Company/Organization/ Consortium> or our Directors/Engagement Partner during the last three (3) years, neither failed to perform on any agreement (as evidenced by imposition of a penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the Bidder) nor expelled from any project or agreement nor we have had any agreement terminated for breach of Contract/Work Order.

[Bidder Name]

(Signature of Notary Public)

Name:

Place:

Designation:

Date:

Signature:

11. Format for Consortium Agreement

Consortium Agreement Format for Participation in

"Request for Proposal (RFP)

For

Engagement of an Agency for Designing and Civil Construction of Office Rooms including Supply of Material

(To be stamped as per the stamp act of the state where the document is made)

This CONSORTIUM AGREEMENT is entered into on this ____ day of _____ 2020.

AMONGST

{_____, party on **First Part** of consortium} and having its registered its registered office at_____ (Hereinafter referred to as the "**First Part**" or "**Lead Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____ Having its registered office at_____. (Herein after referred to as the "**Second Part**" or "**Member**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First and Second Part are collectively referred to as the "**Parties**" and each is individually referred as a "**Party**"

WHERE AS,

i. Rewa Ultra Mega Solar Ltd. (hereinafter referred to as the "**RUMSL**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "**Applications**") by its RFP No: Dated: _____ for award of **the work for Designing and Civil Construction of Office Rooms including Supply of Material** (hereinafter called "**Project**") and Selection of appropriate qualified Agency for the same.

ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the

Meaning ascribed thereto under the above mentioned RFP.

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process under this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) The parties agree to submit bid as Consortium and shall assume following responsibilities:

Party	Scope Covered
First Part	
Second Part	

- b) Parties shall be evaluated for qualification against technical and financial eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by RUMSL. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by RUMSL.

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and further in accordance with the LOA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. Miscellaneous

This consortium Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the RUMSL. Party of First Part would decide on the representative of Consortium at RUMSL.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For
and on behalf of Lead Member by:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

SIGNED, SEALED AND DELIVERED For
and on behalf of Second Part:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

12. Format for Financial Proposal

This Format shall be filled Online and shall not be a part of Technical Proposal

S. No.	Description	Rs. In Lakhs (Fees Exclusive of Taxes, Cess, Duties)	Rs. In Lakhs (Taxes, Cess, Duties)	Total Rs. In Lakhs (Fees Inclusive of Taxes, Cess, Duties)
		A	B	C=A+B
1	Architectural design layout, Supply of Material and construction			
Total Contract Value				

Total Value in Words: Indian Rupees _____ Lakhs exclusive of Taxes, Cess, Duties

Total Value in Words: Indian Rupees _____ Lakhs inclusive of Taxes, Cess, Duties

Note: For Financial Evaluation Total Value exclusive of Taxes, Cess, Duties shall be considered. In case of discrepancy between value in "Figures" and "Words", the value is "Words" shall be considered as final.

13. Instructions for submitting tender online

The Bidder are required to submit soft copies of their bids electronically on the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>, using valid Class III Digital Signature Certificates. The instructions given below are meant to assist the Bidder in registering on the MP Tenders Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP Tenders Portal.

More information useful for submitting online bids on the MP Tenders Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

REGISTRATION

- 1) Bidder are required to enrol on the e-Procurement module of the MP Tenders Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link "Online bidder Enrolment" on the MP TENDERS Portal. Cost of Enrolment and renewal is depended on the Government Order (GO) prevailing at that period of time.
- 2) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- 3) Bidder are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP Tenders Portal.
- 4) Upon enrolment, the Bidder will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the Bidder are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>, to facilitate Bidder to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidder may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP Tenders Portal <https://mptenders.gov.in/nicgep/app>.

2) Once the Bidder have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal <https://mptenders.gov.in/nicgep/app> to intimate the Bidder through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidder. Bidder can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site <https://mptenders.gov.in/nicgep/app> well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "Online" to pay the tender fee / EMD and Processing Fee "online" as applicable.

4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidder. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5) The server time (which is displayed on the Bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidder, opening of bids etc. The Bidder should follow this time during bid submission.

7) All the documents being submitted by the Bidder would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDER

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk

0120-4001 002, 0120-4200 462, 0120-4001 005, and 0120-6277 787. For any technical issues or Clarifications Bidders are requested to contact the support-eproc@nic.in and mptenders@mpsdc.com

In case of any query related to the Bid, please write us at rumsinfo@mpnred.com.