



**TENDER ENQUIRY**

**FOR**

**DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING  
INCLUDING WARRANTY, OPERATION & MAINTENANCE OF 1.4 MWP GRID CONNECTED  
ROOFTOP SOLAR PV SYSTEMS ON RESCO MODE  
AT REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL**

**Implementation of Grid Connected Roof Top Solar PV**

For the implementation of above mentioned work, Bidders should submit their bid proposal/application along with all supporting documents complete in all aspect on or before 00.00.2025 up to 17:30 Hrs online. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bidder who has downloaded the tender from/ through RIMS web site [www.rims.edu.in](http://www.rims.edu.in) and Central Public Procurement Portal (CPPP) e- procurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, bid shall be completely rejected and Bidder is liable to be banned from doing business with RIMS, Imphal.

Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for the e- submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Any amendment (s) /corrigendum/ clarifications with respect to this Bid shall be uploaded on Institute website: [www.rims.edu.in](http://www.rims.edu.in) and Central Public Procurement Portal (CPPP) e- procurement website <https://eprocure.gov.in/eprocure/app>. The Bidder should regularly follow up for any Amendment/ Corrigendum/ Clarification on the above website.

“REGIONAL INSTITUTE OF MEDICAL SCIENCES, LAMPHELPAT, IMPHAL WEST, MANIPUR” (hereinafter referred to as RIMS) reserves the right to reject any or all proposals without assigning any reason thereof.

**DISCLAIMER**

1. Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of RFP/Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

2. RIMS reserves the right to modify, amend or supplement this RFP document including all formats and Annexures.

3. While this RFP has been prepared in good faith, neither RIMS nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

4. RFP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of 1.4 Kwp Roof Top Solar PV power system on RESCO mode at RIMS, Imphal.



**त्रीय आयुर्विज्ञान संस्थान, इंपाल: मणिपुर**  
**REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL, MANIPUR**  
(स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्थान)  
(An Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India)

Phone : 0385- 2414720  
0385-2414750  
e-mail :rims@rims.edu.in  
website : www.rims.edu.in

<b>BID INFORMATION SHEET Document Description</b>	I. This RFP document comprises for “Bidding process for 1.4 MWp” for RESCO model. II. Bidder can submit bids for RESCO model as per above upto the maximum aggregate bid capacity of 1.4 MWp only as per Clause 2.3.2 of Section-I. III. Bidder can submit bids under RESCO model for the sites located at RIMS, Lamphelpat, Imphal Manipur.
<b>RfP No. &amp; Date</b>	RFP No: Pur/Equi/Hosp/5/2025-Pur Sec Dated: 03.09.2025
<b>Pre-bid Meeting</b>	A pre-bid conference shall be held on: 10.09.2025 at 14:00 hrs
<b>Last date &amp; Time of Submission of Response of RfP (Online)</b>	03.10.2025 up to 17:30 hrs
<b>Bid Opening (Techno- Commercial)</b>	04.10.2025 after 13:00 hrs
<b>Processing Fee (non- refundable)</b>	Nil
<b>Bid Bond</b>	Based on the Bid capacity proposed by the bidder in the bid, Bid Bond shall be furnished along with the response to RFP as per Clause 0.00 for details
<b>Performance Security (PBG)</b>	PBG amount shall be furnished by the successful bidder after issue of Letter of Allocation by RIMS Please refer Clause 0.00 for details.
<b>Name, Designation, Address and other details (For Submission of Response to RfP)</b>	<b>Regional Institute of Medical Sciences, Lamphelpat, Imphal, Manipur. 795004.</b>
<b>Important Note:</b>	
Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the website. No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this RFP shall be updated on the RIMS website.	

#### GENERAL TERMS AND CONDITIONS FOR E-TENDERING

1. The detail tender notice and Tender Document can be seen on RIMS web site [www.rims.edu.in](http://www.rims.edu.in) and Central Public Procurement Portal (CPPP) e- procurement website <https://eprocure.gov.in/eprocure/app> by the Firms/ Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The offer will remain valid up to 120 days from the due date of submission of tenders.
4. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months



## TABLE OF CONTENTS

### DISCLAIMER

### I BID INFORMATION SHEET

### II GENERAL TERMS AND CONDITIONS FOR E-TENDERING

### III DEFINITIONS & ABBREVIATIONS

### IV INTERPRETATIONS

### SECTION – I

A. INTRODUCTION	-	6
1. INTRODUCTION	-	6
2. BID DETAILS	-	6
3. INSTRUCTIONS TO THE BIDDERS	-	7
B. CONDITIONS OF CONTRACT	-	12

### SECTION – II

EVALUATION CRITERIA	-	16
4. BID EVALUATION	-	16
5. PRELIMINARY EXAMINATION	-	17
6. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA	-	17
7. OTHER CONDITIONS	-	18
8. PENALTY FOR DELAY IN PROJECT IMPLEMENTATION	-	18
9. TIME OF COMPLETION OF ALLOCATED CAPACITY	-	19
10. USER ID FOR UPDATING THE PROJECT PROGRESS ON BI-WEEKLY BASIS	-	19
11. INSPECTION AND AUDIT BY THE RIMS	-	19
12. COMMISSIONING /COMPLETION CERTIFICATE	-	19
13. DEBARRED FROM PARTICIPATING IN ROOF TOP TENDER	-	20

### SECTION-III

TECHNICAL SPECIFICATIONS	-	20
14. DEFINITION	-	20
15. ARRAY STRUCTURE	-	21
16. JUNCTION BOXES (JBS)	-	22
17. DC DISTRIBUTION BOARD	-	22
18. AC DISTRIBUTION PANEL BOARD	-	22
19. PCU/ARRAY SIZE RATIO	-	22
20. PCU/ INVERTER	-	22
21. INTEGRATION OF PV POWER WITH GRID	-	23
22. DATA ACQUISITION SYSTEM / PLANT MONITORING	-	23
23. TRANSFORMER "IF REQUIRED" & METERING	-	24
24. POWER CONSUMPTION	-	25
25. PROTECTIONS	-	25
26. CABLES	-	25
27. CONNECTIVITY	-	26
28. TOOLS AND SPARES	-	26
29. DANGER BOARDS AND SIGNAGES	-	26
30. FIRE EXTINGUISHERS	-	26
31. DRAWINGS & MANUALS	-	27
32. PLANNING AND DESIGNING	-	27
33. DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT -	-	27
34. SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT	-	27
35. SAFETY MEASURES	-	27



#### **SECTION – IV**

FORMATS & ANNEXURES	-	28
FORMAT-A: SHAREHOLDING CERTIFICATE	-	28
FORMAT-B: PRICE BID	-	28
FORMAT-1: COVERING LETTER	-	28
FORMAT-2: GENERAL PARTICULARS OF THE BIDDER	-	30
FORMAT-3: FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)	-	30
FORMAT-4: CHECK LIST FOR BANK GUARANTEES	-	31
FORMAT-5: POWER OF ATTORNEY	-	32
FORMAT-6: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT	-	34
FORMAT-7: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY OR AFFILIATE WITH THE BIDDING COMPANY	-	35
FORMAT-8: UNDERTAKING FROM THE FINANCIALLY EVALUATED ENTITY OR ITS PARENT COMPANY/ ULTIMATE PARENT COMPANY	-	35
FORMAT-9: PRE-CONTRACT INTEGRITY PACT	-	36

#### **DEFINITIONS & ABBREVIATIONS**

In this “Bid / RfP Document” the following words and expression will have the meaning as herein defined where the context so admits:

- 1.1. “**Affiliate**” shall mean a company that either directly or indirectly
  - a. controls or
  - b. is controlled by or
  - c. is under common control with a Bidding Company and “control” means ownership by one company of at least twenty-six percent (26%) of the voting rights of the other company.
- 1.2. “**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS);
- 1.3. “**Bid**” shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RfP, in accordance with the terms and conditions hereof.
- 1.4. “**Bidder/Bidding Company**” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
- 1.5. “**Bid Bond**” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder in accordance with clause 3.13, in the prescribed Format-3: Format for Bid Bond;
- 1.6. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RfP as specified in Bid Information Sheet;
- 1.7. “**Bid Capacity**” shall means capacity offered by the bidder in his Bid under invitation.
- 1.8. “**CEA**” shall mean Central Electricity Authority.
- 1.9. “**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.10. “**Competent Authority**” shall mean (Designation of Competent Authority) of [Name of the Organization] himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
- 1.11. “**Commissioning**” means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RfP.
- 1.12. “**Company**” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 1.13. “**Capacity Utilization Factor**” (CUF) shall mean the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the yearly period. CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW X 365 X 24).
- 1.14. “**Eligibility Criteria**” shall mean the Eligibility Criteria as set forth in Clause 3.3 of this RfP;
- 1.15. “**Financially Evaluated Entity**” shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.3.3 hereof;
- 1.16. “**IEC**” shall mean specifications of International Electro-technical Commission;
- 1.17. “**kWp**” shall mean kilo-Watt Peak;



- 1.18. “**kWh**” shall mean kilo-Watt-hour;
- 1.19. “**MNRE**” shall mean Ministry of New and Renewable Energy, Government of India;
- 1.20. “**Minimum Bid Capacity**” shall mean 0.25 MWp which is the minimum capacity for which the Bidder can submit its Bid. Bidder(s) quoting less the minimum bid capacity shall be out-rightly rejected;
- 1.21. “**Maximum Bid Capacity**” shall mean 1.5 MWp which is the maximum capacity for which the Bidder can submit its Bid.
- 1.22. “**O&M**” shall mean Operation & Maintenance of Rooftop Solar PV system for 25 years;
- 1.23. “**Owner of the project**” shall mean anyone who has ownership (including lease ownership also) of the roof and is the legal owner of all equipment’s of the project. Owner of the project can enter into a PPA with the consumer (s) of power for supply of solar power for at least 25 years from the date of Commissioning of project.
- 1.24. “**Project Cost / Project Price**” shall mean the price offered by the Bidder for the Scope of work as per RFP document.
- 1.25. “**Project capacity**” means Capacity in kWp offered by the Bidder for each State consisting of single or multiple roof tops. The project capacity specified is on “DC” output Side only.
- 1.26. “**Performance Ratio**” (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.  $PR = (\text{Measured output in kW} / \text{Installed Plant capacity in kW} \times (1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2))$ .
- 1.27. “**Parent**” shall mean a company, which holds more than 51% equity either directly or indirectly in the Bidding Company or Project Company developing the Project
- 1.28. “**Project Company**” shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 3.4.
- 1.29. “**Price Bid**” shall mean Envelope III of the Bid, containing the Bidder’s quoted Price as per the Section-IV of this RfP;
- 1.30. “**Qualified Bidder**” shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per **Clause 3.3.2** stand qualified for opening and evaluation of their Price Bid;
- 1.31. “**RESCO**” shall mean Renewable Energy Service Companies;
- 1.32. “**RESCO model**” shall mean where the bidders intend to take a roof top owned by some other entity on mutually agreed terms and conditions from the roof top owner(s) and enters into the PPA with rooftop owner / DISCOM / others for supply of Solar power for 25 years from the date of Commissioning of project.
- 1.33. “**RfP**” shall mean Request for Proposal (RfP)/Bid document/Tender document
- 1.34. “**Statutory Auditor**” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
- 1.35. “**Successful Bidder(s) /Contractor/Project Developers(s)**” shall mean the Bidder(s) selected by RIMS pursuant to this RfP for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RfP Documents, and to whom an Allocation Letter has been issued;
- 1.36. “**SNA**” shall mean State Nodal Agency.
- 1.37. “**Tendered Capacity**” shall mean the Total aggregate capacity in MW as indicated in table of Clause 2.1.3, proposed to be allocated by RIMS to the Successful Bidder through this bidding process as per terms and conditions specified therein;
- 1.38. “**Ultimate Parent**” shall mean a company, which owns at least more than fifty percent (51%) equity either directly or indirectly in the Parent and Affiliates.
- 1.39. “**Wp**” shall mean Watt Peak.
- 1.40. **1MWp** for the purpose of conversion in **kWp** shall be considered as 1000kWp.

#### **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference





only & shall not affect the interpretation of this agreement.

### **SECTION – I**

## **A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS**

### **1. Introduction**

1.1. RIMS intend to develop 1.4 MWp grid connect rooftop solar PV project at the various rooftops of the buildings under RESCO model. The list of building comprises of hostels/ Hospitals/ Educational Institutions/ Academic Blocks /Sectors; the buildings are located in RIMS Campus/Premises. The projects to be installed will be grid connect through net-metering system.

1.2. Bidder can Submit bids under RESCO model for the RIMS, Imphal, mentioned in RfP as per Clause 0.0

1.3. The scheme targets installation of grid-connected roof top solar PV projects on the roofs of (hostels/ Hospitals/ Educational Institutions/ Academic Blocks /Sectors etc.) The generated solar power may be utilized for captive application and the surplus power will be fed to the grid. The scheme aims to reduce the fossil fuel-based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible.

1.4. RIMS, which expression shall also include its successors and permitted assigns, hereby invites interested companies to participate in the bidding process for the selection of Successful Bidder(s) for implementation of 1.4 MWp grid-connected roof top Solar Photovoltaic Projects at RIMS Campus indicated herein under.

1.5. The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.

1.6. The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents

### **2. Bid Details**

2.1. The bidding process under this RfP of the rooftop scheme is for 1.4 MWp for RESCO Model as tabulated in Clause 2.1.3 below but subject to the maximum aggregate capacity of 1.4 MWp as per Clause 2.3.2 of RfP.

2.1.1. Bids are invited from the prospective bidders for the tendered capacity as indicated based on the levelled tariff for RESCO Model for the allocated capacity subject to Clause 6.3.2 of RfP.

2.1.2. Maximum allowable Levelled tariff for 25 years in RESCO Model is at the rate agreed on the Tripartite Agreement with the RESCO Company, RIMS and DISCOM (Here MSPDCL) per kWh (Subject to Approval by JERC) and the bids with tariff more than this levelized tariff Per kWh will not be considered for evaluation and award.

2.1.3. The locations, where the projects are required to be installed along with the respective capacities for each site is indicated in the table below.

Sl. No	Building name	Area Sqft	Capacity Rounded in kW
1	Nursing Hostel	9433	200
2	Ladies Hostel	1040	40
3	Maternity Block	8059	160
4	Forensic & Community Medicine	12770	228-250
5	Jubilee Hall & Sashruta hall	5270	102
6	Dept of Psychiatry	2900	55
7	VRDL	1157	50
8	Dept. of Micro, Pharma. Pathology	3655	70



9	Hematology	2360	50
10	Nursing College	12000	200
11	Dental College	14300	250
12	Special & Deluxe Ward	3213	50
13	Men's PG Hostel	3675	66
14	New OPD	5300	102
15	Paediatric Emergency	3550	64
16	New Causality Block	2542	50
17	Genset House	2171	42
18	Girls Hostel (Near BSNL)	2686	33
19	Gymkhana Store	1232	24
	<b>Total</b>	<b>89,607</b>	<b>1,858</b>

## 2.2. Size of the Projects

2.2.1. The size of each project shall be in the range of 250 kWp (to sum upto 1.4 Mwp in aggregated) for identified locations of concerned /DISCOMs. One project may however comprise of several rooftop units. Each roof top unit can separately connect with the grid and may have separate meters.

## 2.3. Bid Capacity

2.3.1. Bidders can submit the bid for maximum capacity of 1.4 MW only for location indicated in table in Clause 2.1.3. Bidder shall quote in its price bid the capacities accordingly.

2.3.2. However, a Bidder can apply and is eligible to apply for a maximum capacity of 1.4 MWp for indicated under RESCO model.

## 3. Instructions to the Bidders

3.1. Bidder must meet the eligibility criteria independently as a Bidding Company.

- Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- Any kind of Consortium is not allowed in this Bidding Process.
- Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding company requires prior approval of RIMS.
- Bidder can submit one bid only.

## 3.2. Use of Technical and/or Financial Strength of Parent Company

3.2.1. Bidder can however use the technical and financial strength of its Parent Company or Affiliate to fulfil the Technical and/or Financial Eligibility criteria mentioned below.

3.2.2. In above case, Bidders shall submit an Undertaking from the Parent Company as per Format-9: Undertaking from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format-8: Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company. Company Secretary Certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company shall also be submitted.

## 3.3. Eligibility Criteria

### 3.3.1. General

- The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.
- A copy of certificate of incorporation shall be furnished along with the bid in support of above.



### 3.3.2. Technical Eligibility Criteria

The Bidder should have installed & commissioned at least one Grid connected Solar PV Power Project having a capacity of not less than 100 MW which should have been commissioned at least six months prior to Techno-Commercial Bid Opening date. The list of project commissioned at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order/ Contract/ Agreement/ from the Client/Owner shall be submitted in support of Clause 3.3.2 above.

### 3.3.3. Financial Eligibility Criteria

(a) The Bidder should have an Annual Turnover or Net worth as indicated below.

i. The Annual turnover of Rupees 5.0 Crore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year.

OR

ii. Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.

In case of more than one Price Bid submitted by the Bidder, the financial eligibility criteria must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Price Bid.

In case quoted Bid capacity is less than 1 MW, Annual Turnover/Net worth requirements shall be on pro-rata basis.

The formula of calculation of net-worth shall be as follows:

Net-worth = (Paid up share capital) + {(Free reserves – Share premium) + Share premium of listed companies)} – (Revaluation of reserves) – (Intangible assets) – (Miscellaneous expenditure to the extent not written off and carry forward losses).

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Bidders shall furnish documentary evidence as per the Format-7: Financial Eligibility Criteria Requirement, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial capability

### 3.4. Incorporation of a Project Company

3.4.1. In case the Bidder wishes to incorporate a Project Company, in such a case, Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company.

3.4.2. The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty-one percent (51%) up to a period of two (2) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.

### 3.5. Bid Submission by the Bidder

3.5.1. The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV of this document.

3.5.2. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

3.5.3. The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.3.1, 3.3.2 and 3.3.3 to the satisfaction of RIMS and shall also furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding





Company or Financially Evaluated Entity for any of the last three(3) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.

3.5.4. In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from their directors. In such a case, the Applicant shall provide the Audited Annual Reports for 3(Three) years preceding the year or from the date of incorporation if less than 3 years for which the Audited Annual Report is not being provided.

3.5.5. The tendering system for the work comprises three stages (i) Mandatory Documents (Bid Fee and Bid Bond) (ii) Technical Bid [Eligibility qualification] and (iii) online Financial Bid. The Bidders are required to submit the online tender and submit hard copy with all required documents in Two Sealed Envelopes – I & II, as detailed above

3.5.6. In Stage II [Technical Bid] the Bidder shall prepare the Documents comprising the Tender. Bidders shall attach all Copies of Certificates pertaining to their Eligibility Criteria, Qualification Information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid shall not be considered.

3.5.7. Stage III – Submission of Online Financial Bid.

3.5.8. The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer.

### **3.6. E. Submission of Tenders**

#### **Procurement of Tenders**

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at RIMS, Imphal, Manipur.

3.6.1. Tender Documents may be downloaded from the RIMS web site [www.rims.edu.in](http://www.rims.edu.in) and Central Public Procurement Portal (CPPP) e- procurement website <https://eprocure.gov.in/eprocure/app> as indicated in the NIT

3.6.2. Bidders shall submit signed, complete Proposal comprising the documents and forms. The submission shall be as online.

3.6.3. Only the authorized representative of the Bidder shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.

3.6.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Proposal.

3.6.5. The signed Proposal shall be marked “Original”. The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at RIMS shall decide the one prevails.

3.6.6. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

#### **3.7. Bid Submitted by a Bidding Company**

The Bidding Company should designate one person to represent the Bidding Company in its dealings with RIMS.

The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original (as per Format-6: Power of Attorney), authorizing the signatory of the Bid.

### **3.8. Clarifications and Pre-Bid Meeting**

3.8.1. RIMS not enter into any correspondence with the Bidders, except to furnish clarifications on RfP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RfP in writing, through a letter or by fax (and also soft copy by e-mail) to reach RIMS at the address, date and time mentioned in Bid information sheet.

3.8.2. The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by RIMS.

3.8.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP including in particular,



issues raised in writing and submitted by the Bidders.

3.8.4. RIMS is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

### **3.9. Amendments to RfP**

3.9.1. At any time prior to the deadline for submission of Bids, RIMS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RfP document by issuing clarification(s) and/or amendment(s).

3.9.2. The clarification(s)/ amendment(s) (if any) may be notified on RIMS website <http://www.rims.edu.in> at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

3.9.3. RIMS will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

3.9.4. In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid. Bids received by RIMS shall be returned to the concerned Bidders on their request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the RIMS for the purpose.

3.9.5. All the notices related to this Bid which are required to be publicized shall be uploaded on website <http://www.rims.edu.in> and CPPP.

### **3.10. Bidding Process**

#### **3.10.1. Bid Formats**

3.10.1.1. The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 3.3 & Clause 3.91.1. The Bid shall comprise of the following: -

#### **(MANDATORY DOCUMENTS)**

3. Scanned Copy of Bid Bond, as per the prescribed Format shall be submitted as per Clause 3.13.

ii. Scanned Copy of Pre Contract Integrity Pact duly Signed (On Rs 100 Non judicial stamp Paper, duly Notarized)

iii. Copy of PAN, TAN and GST certificates of Bidding company.

iv. Checklist for Bank Guarantee submission requirements as prescribed in Format-5: Check List for Bank Guarantees.

v. Scanned copy of Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as

Format-6 or standard power of attorney in favour of authorized person signing the Bid. (Power of Attorney must be supplemented by Board Resolution to above effect for the company). However, RIMS may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.

vi. General particulars of bidders as per Format-2: General Particulars of the Bidder.

vii. Shareholding certificate signed by the company secretary of the bidding company and shareholding certificate signed by the company secretary of the Parent company (if parent company credentials are used).

viii. Document in support of meeting Eligibility Criteria as per Clause no. 3.3.2 & 3.3.3.

ix. Certificates of incorporation of Bidding company and parent company (if parent company credentials are used)

x. Details for meeting Financial Eligibility Criteria as per Clause no. 3.3.3 in the prescribed Format-7: Financial Eligibility Criteria Requirement along with documentary evidence for the same.

### **3.11. Validity of Bid**

3.11.1. The bid and the Price Schedule included shall remain valid for a period of 12 months from the date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, RIMS shall forfeit the



Bid Bond furnished by him. Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.

3.11.2. In exceptional circumstances when letter of allocation is not issued, the RIMS may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

### 3.11.3. Method of Bid Submission

3.11.3.1. The submission shall be submitted online.

3.11.3.2. RIMS shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. RIMS shall not be responsible for premature opening of the Price Bids in case of non-compliance of above.

xi. If credentials of Parent company are being used by the Bidding company than Format-8: Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company, shall be furnished.

xii. Undertakings from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company as per Format-9.

xiii. Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding company duly certified by the Company Secretary to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.

xv. Board resolution for Authorised signatory

xvi. Signed and stamped Copy of RFP Documents including amendments & clarifications by Authorised signatory on each page.

Note: All formats and relevant documents as required in the RfP shall be spiral bounded and should be flagged separately. Details of flag should be mentioned in the covering letter.

### 3.12. Cost of Bidding

3.12.1. The bidder shall bear all the costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those 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 his submission of bid even though RIMS may elect to modify / withdraw the invitation of Bid.

### 3.14. Performance Security / Performance Bank Guarantee (PBG)

3.14.1. Within 30 days from the date of issue of Award letter, Successful Bidder shall furnish the Performance Security for the amount of **Rs. 20,00,000/- (Rupees Twenty Lakhs only)**.

3.14.2. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a. A Bank Guarantee from the List of banks as given in Annexure-B

b. be confirmed for payment by the branch of the bank giving the bank guarantee at Imphal, Manipur.

3.14.3. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RIMS.

a. If the Successful Bidder is not able to commission the projects to the satisfaction of RIMS, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, hundred percent (100%) PBG amount furnished for the Sanctioned Capacity for the RIMS identified locations, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of RIMS.

b. In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.

3.14.4. The Performance Security shall be valid for a minimum period of 24 months from the date of issue of Award letter(s).

3.15 This RfP may be withdrawn or cancelled by the RIMS at any time without assigning any reasons thereof. RIMS 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.

3.16 RIMS reserve 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 RIMS shall have no liability towards any Bidder and no Bidder shall have any recourse to the RIMS with respect to the selection process RIMS shall evaluate the Bids using the evaluation process specified in Section-I, at its sole



discretion. RIMS's decision in this regard shall be final and binding on the Bidders.

3.17 RIMS reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by RIMS will be final.

### **3.17. Zero Deviation**

3.17.1. This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

### **3.18. Examination of Bid Document**

3.18.1. The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.

3.18.2. The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.

3.18.3. Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by RIMS.

3.18.4. Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

## **B. CONDITIONS OF CONTRACT**

### **3.19. Scope of Work**

3.19.1. The scope of work for the bidder include leasing rooftop of buildings for 25 years Obtaining No Objection Certificate (NOC)" from Distribution Company (MSPCL) for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including operation and maintenance (O&M) of the project for a period of Twenty-Five years after commissioning.

### **3.20. Levelized Tariff**

3.20.1. The Levelized tariff shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 25 years under RESCO model, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

3.20.2. The levelized tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of Work described at Clause 3.19 above.

3.20.3. The levelized tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of subsidy amount irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

3.20.4. The levelized tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable

3.20.5. The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years under RESCO model.

3.20.6. The levelized tariff shall be specified in sanction letter based on Successful Bidder's quote for each state. The project cost shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the RIMS and incorporated into the sanction letter.

3.20.7. The Bidder shall complete the Price Bid for RESCO as per Format-B: Price Bid for each location State (Section-IV) furnished in the RfP Documents.





### **3.21. Insurance**

3.21.1. The Bidder shall be responsible and take an Insurance Policy for transit-cum- storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period.

3.21.2. The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

### **3.22. Warrantees and Guarantees**

3.22.1. The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide system warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning. The successful bidder has to transfer all the Guarantees /Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and RIMS will not be responsible in any way for any claims whatsoever on account of the above.

### **3.23. Type and Quality of Materials and Workmanship**

3.23.1. The Design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

3.23.2. The specifications of the components should meet the technical specifications mentioned in Section III.

3.23.3. Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

### **3.24. Operation & Maintenance (O&M)**

3.24.1. The bidder shall be responsible for Operation and Maintenance of the Roof top Solar PV system of capacity 1.4 MWp for a period of 25 years, during which RIMS will monitor the project for effective performance in line with conditions specified elsewhere in the bid document. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

### **3.25. Metering and Grid Connectivity**

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM (MSPCL). RIMS /SNA could facilitate connectivity; however, the entire responsibility lies with bidder only.

### **3.26. Plant Performance Evaluation**

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance. Minimum CUF of 17% should be maintained for a period of 5years. The bidder should send the periodic plant output details to RIMS for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.





### **3.27. Progress Report**

The bidder shall submit the progress report monthly to RIMS in Prescribed Proforma. RIMS will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

### **3.28. Project inspection**

The project progress will be monitored by RIMS and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from RIMS or any authorized agency/ experts.

3.28.1. Project shall be inspected by the bidder from the RIMS's list of empanelled experts as per the checklist requirement of RIMS if required by RIMS. All the expenses for inspection in this regard shall be borne by the Bidder only.

3.28.1.1. RIMS reserve the right to do sample inspection checks for the projects commissioned by the Bidder.

3.28.2. RIMS may also depute a technical person(s) from its list of empanelled experts for inspection, third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

### **3.29. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

### **3.30. Settlement of Dispute**

3.30.1. If any dispute of any kind whatsoever arises between RIMS and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

3.30.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 3.31.2, shall be finally settled by arbitration.

#### **3.30.3. In Case the Contractor is a Public Sector Enterprise or a Government Department.**

3.30.3.1. In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

#### **3.30.4. In Case the Contractor is not a Public Sector Enterprise or a Government Department.**

3.30.4.1. In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

3.30.4.2. RIMS and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

3.30.4.3. If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

3.30.4.4. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall



terminate in accordance with the provisions of applicable laws as mentioned in Clause 3.29 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

3.30.4.5. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be in Manipur.

3.30.4.6. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

3.30.4.7. The arbitrator(s) shall give reasoned award.

3.30.5. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

3.30.6. Cost of arbitration shall be equally shared between the Successful bidder or Contractor and RIMS.

### **3.31. Force Majeure**

3.31.1. Notwithstanding the provisions of clauses contained in this RfP document; the contractor shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfil his obligation under this contract due to force majeure conditions.

3.31.2. For purpose of this clause, “Force Majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a “Force majeure” situation exists or not, shall be decided by RIMS and its decision shall be final and binding on the contractor and all other concerned.

3.31.3. In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, RIMS has the right to terminate the contract in which case, the security deposit shall be refunded to him.

3.31.4. If a force majeure situation arises, the contractor shall notify RIMS in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify RIMS not later than 3 days of cessation of force majeure conditions. After examining the cases, RIMS shall decide and grant suitable additional time for the completion of the work, if required.

### **3.32. Language**

3.32.1. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the RIMS and the bidder shall be in English language.

### **3.33. Other Conditions**

3.33.1. The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of RIMS in writing.

3.33.2. The Successful bidder shall not display the photographs of the work and not take advantage through publicity of the work without written permission of RIMS and owner of the Rooftop.

3.33.3. The Successful bidder shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

### **3.33.4. Successors and Assigns**

In case the RIMS or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (i.e.) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

### **3.33.5. Severability**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.



#### 3.33.6. Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

#### 3.33.7. Rights & Remedies under the Contract only for the Parties:

This contract is not intended & shall not be construed to confer on any person other than the RIMS & Successful bidder hereto, any rights and / or remedies herein.

#### 3.33.8. Price Preference for M.S.M.E

All benefits are available to MSMEs subject to compliance of provision of MSMED Act, 2006 and its amendment thereof.

#### 3.33.9. Correspondence

Bidder requiring any clarification on bid documents may contact in writing or by Fax /E Mail. Name:	EE, Engineering Department, RIMS, Imphal
Address:	RIMS
Lamphelpat, <b>Imphal</b> - 795004, Manipur, India. Email ID -	
Phone – 0385- 2414539 ; 0385-2414629,	
2414750 (Ext – 240).	
Email:	<a href="mailto:rims.imphal@gov.in">rims.imphal@gov.in</a>

## SECTION – II

### **EVALUATION CRITERIA**

#### **4. Bid Evaluation**

##### **4.1. Bid Evaluation**

The evaluation process comprises the following four steps:

Step – I: Responsiveness check of Techno Commercial Bid

Step – II: Evaluation of Bidder's fulfilment of Eligibility Criteria as per Clause 3.3 of Section-I

Step – III: Evaluation of Price Bid

Step – IV: Successful Bidders(s) selection

##### **4.2. Responsiveness Check of Techno Commercial Bid**

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RfP subject to Clause 3.3.1, 3.3.2 & 3.3.3. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of RIMS:

- Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Bid Bond, etc.;
- Bid not signed by authorized signatory and/ or stamped in the manner indicated in this RfP;
- Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Eligibility Criteria;
- Information not submitted in the formats specified in this RFP;
- Bid being conditional in nature;
- Bid not received by the Bid Deadline;
- Bid having Conflict of Interest;
- More than one Member of a Bidding Company using the credentials of the same Parent Company /Affiliate;
- Bidder delaying in submission of additional information or clarifications sought by RIMS as applicable;