

**Selection of Consultant for providing Consultancy Services for installation of Solar Power Project for Auric Hall at Shendra Industrial area, Aurangabad**



Aurangabad Industrial Township Limited

**CONSULTANCY SERVICES FOR**

**Selection of Consultant for providing consultancy services for installation of Solar Power Project for Auric Hall Building at Shendra Industrial area, Aurangabad**

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**REQUEST FOR QUALIFICATION (RFQ) CUM**

**REQUEST FOR PROPOSAL (RFP)**

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**(Ref No: AITL/SBIA/2021-22/09)**

**Oct 2021**

**Aurangabad Industrial Township Limited (AITL)**

Udyog Sarathi, MIDC Office, DMIC Cell, Marol Industrial Area  
Andheri (East), Mumbai, Maharashtra, India – 400093

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**AITL  
Aurangabad Industrial Township  
Limited**

**RFQ cum RFP for Selection of Consultant for providing consultancy services for installation of Solar Power Project for Auric Hall, at Shendra Industrial area, Aurangabad (Ref No.: AITL/SBIA/2021-22/09)**

Aurangabad Industrial Township Limited (AITL) a SPV between the Maharashtra Industrial Development Corporation (MIDC) and the Delhi Mumbai Industrial Corridor (DMIC) invites RFQ cum RFP from interested bidders for Selection of Consultant for providing consultancy services for installation of Solar Power Project at Auric Hall, AITL, Aurangabad. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFQ cum RFP document uploaded on the website: <https://aitl.eproc.in>, [www.auric.city](http://www.auric.city)

Interested applicants are requested to submit their online responses to the RFQ cum RFP on or before 26<sup>th</sup> Oct, 2021, 15.00 hrs. Non-refundable processing fee of INR 7,000/- (Rupees Seven Thousand only) inclusive of applicable service tax and cess shall accompany the submittals through the online portal only on AITL's website as a non-refundable processing fee.

SD/-

Managing Director (AITL)

### **Instructions to Bidder for e-Tendering**

1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the applicants to have class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link <https://aitl.eproc.in> to participate in e-tendering of the Employer.
- (ii) To participate in the submission of Bids against this RFQ cum RFP, it is mandatory for the applicants to get themselves registered with the <https://aitl.eproc.in> and to have user ID and password. The RFQ cum RFP can be viewed/downloaded from the <https://aitl.eproc.in> from issue date to Proposal Due Date up to 1500 Hours. Following may be noted:
  - (a) Proposals can be submitted only during the validity of registration with the <https://aitl.eproc.in>
  - (b) The amendments / clarifications to the RFQ cum RFP, if any, will be posted on the <https://aitl.eproc.in>
  - (c) If the firm is already registered with <https://aitl.eproc.in> and validity of registration is not expired, then such Applicant does not require fresh registration.
- (iii) To participate in Bidding, applicants have to pay through online mode a (non- refundable) Bid processing fee of Rs.7,000 (Rupees Seven thousand only including applicable GST) on <https://aitl.eproc.in>

2. Preparation & Submission of BIDs:

The Bidder may submit BID online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e- procurement portal.

- (i) The documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 10 MB) and uploaded during the on- line submission of BID.
- (ii) BID must be submitted online only through e-procurement portal of the Employer, using the digital signature of authorized representative of the Bidder on or before 26<sup>th</sup> Oct, 2021 (up to 1500 Hours IST).

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**3. Modification / Substitution / Withdrawal of BIDs:**

- (i) The Bidder may modify, substitute or withdraw its e- BID prior the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (ii) Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.
- (iii) For modification of e-BID, Bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
- (iv) For withdrawal of BID, Bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- (v) It may specifically be noted that once a bid is withdrawn for any reason, a Bidder cannot re-submit the e-BID.

**4. Opening & Evaluation of BIDs.**

- (i) Opening of Proposals will be done through online process.
- (ii) The Employer shall open on-line received technical proposals at 16:30 hours on the Proposal due date in the presence of applicants, who chose to attend.

### **Disclaimer**

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1. This RFQ cum RFP document is neither an agreement nor an offer by the Aurangabad Industrial Township Limited (AITL) to the prospective Applicants or any other person. The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
2. AITL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for AITL to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by AITL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. AITL will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of AITL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. AITL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ cum RFP.
4. AITL will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that AITL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and AITL reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. AITL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AITL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. AITL reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP / amended RFQ cum RFP will be made available on the website of AITL

## **REQUEST FOR PROPOSAL**

- 1. Name of the Client:** AURANGABAD INDUSTRIAL TOWNSHIP LIMITED (herein after referred to as "AITL")

- 2. Background:**

The Shendra-Bidkin Industrial Area is one of the investment regions to implement under NICDC (National Industrial Corridor Development Corporation). A special purpose vehicle (SPV), Aurangabad Industrial Township Limited (AITL), is incorporated under Indian Companies Act 1956, with equity from Government of India (GoI), and Government of Maharashtra (GoM), to establish, promote and facilitate development of the AITL Project. Initially, AITL is intending to develop Shendra-Bidkin Industrial Area (SBIA) at Aurangabad in Maharashtra

The Shendra-Bidkin Industrial Area (SBIA) is split in two parts with 8.45 sq. km. located north of Jalna Road adjoining existing MIDC Shendra industrial park, while remaining 75.78 sq. km, is on the southwest of the city of Aurangabad. Considering the availability of the land; the AITL taken up 8.45 sq.km. area in Shendra for development. It intends to implement all Roads, Highway structures, RoBs utility services like water, wastewater solid waste, power, ICT and Central Business District (CBD) within 8.45 sq. km. of New Shendra area, adjacent to the existing Industrial Area.

Being one of the India's well-planned Greenfield Smart Industrial Project, the main persistence of AITL is to develop and manage the new integrated industrial township along with the development of electrical infrastructure for AURIC and to further arrange for supply of power to the Industrial, Commercial and Residential Consumers in its Area of about 4143.89 Hectares.

Accordingly, the Government of Maharashtra (GoM) vide its Notification dated 23 September 2016 has notified AITL to act as 'Special Planning Authority (SPA)' for the Notified Area and entrusted the planning, development, control and management of area of development of infrastructure of the AURIC Industrial Township project. The total area for development proposed to be covered through area of operations is 4143.89 Hectares comprising Shendra Industrial Area (851.49 Ha) and Bidkin Industrial Area (3292.40 Ha).

AITL wishes to promote the use of green energy in AURIC and has carried out initial study for Installation of Solar PV plant for AURIC Hall building in AURIC city, Aurangabad. As per the initial assessment of AITL, the AURIC Hall has potential of 0.9MWdc Solar PV plant and AITL wishes to install the Solar power plant of 0.9MWdc at AURIC hall for meeting power consumption of AURIC Hall.

Based on initial study AITL is planning to develop the Solar project at AURIC Hall and wishing to engage consultant for providing consultancy service for installation of Solar Power Project at AURIC Hall, AITL, Aurangabad.

### 3. Scope of Work

The key tasks to be undertaken under the consultancy assignment shall include:

- a. Phase-I: Selection of EPC Contractor (till award of project)**
- b. Phase-II: Project Management/ Handholding support till commissioning**

#### **a) Phase -I: Selection of EPC Contractor (till award of project)**

- i. Review and Updation of TEFR (Techno-Economic Feasibility Report) of Solar PV project for AURIC Hall prepared by AITL
- ii. Preparation of Request for Qualification & Proposal (RFQ cum RFP) for selection of EPC Contractor for award on “EPC basis” for 0.9MWdc Solar PV system
- iii. Assistance to AITL in Bid Process Management and other requirements of tender
- iv. Assistance to AITL for Bid Evaluation process and selection of Solar PV plant developer
- v. Preparation of draft Letter of Award and contract document for engagement of solar developer

#### **b) Phase-II: Project Management till commissioning and handing over of the project**

- i. Participation in meetings with solar EPC contractor
- ii. Assistance to AITL for approval of drawings, specifications submitted by solar EPC contractor
- iii. Handholding support to AITL during execution and commissioning of the Solar PV project for
  - a. Monitoring monthly progress of project development (status of approval of drawings, installation work etc)
  - b. Highlighting key activities which needs to be taken up on priority to avoid delay in project execution
  - c. Addressing the technical issues which AITL may refer to consultant during execution of project
  - d. Any other works as per the directions of AITL management required for this project

#### **4. Eligibility Criteria**

The bidding firm of consultants (hereinafter referred to as Firm) must possess expertise in the following areas:

- The firm should be incorporated as per Indian Companies Act. with minimum five years of operations (i.e. date of incorporation: not later than 01-Apr-2016).
  - The firm should have minimum annual turnover of Rs. 2 (Two) Crore in consultancy in each of the last 3 (three) years. The bidder should submit self- attested copy of audited Profit and Loss Statement of FY 2018-19, 2019-20 and FY 2020-21 as proof of the same. A copy of PAN Card of firm is also required. In case if firm is not able to produce audited reports of FY 2020-21, Audited Reports of FY 2017-18 shall be considered by AITL.
  - A short profile of the firm, containing brief history of the firm and exposure in consultancy, shall also be submitted along with the above details.
  - Proven experience of consultancy support for development of Solar Power Project.
  - Notwithstanding anything stated above, AITL reserves the right to assess the work of bidder.
5. Firm which can commit full time manpower on regular employment exclusively for the assignment of AITL will be eligible for consideration. AITL will require firm assurance in the technical bids itself that the professional staff committed for the assignment will be actually working. The key professional staff shall be the same as proposed in the Form 2 of the TOR and normally not be changed during the course of the assignment unless both parties agree.

Bidders shall be a consultant firm. Joint Venture or consortium shall not be allowed by AITL for submission of proposals. Further no sub-contracting shall be allowed for execution of the work specified under Scope of Work.

6. The Firm shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of AITL or that may reasonably be perceived as having this effect.

The Consulting Firm confirm that it shall not be hired for any assignment that would be in conflict with their prior or current obligations to their other clients or that may place them in a position of not being able to carry out the assignments objectively and impartially.

#### **7.**

- (i) Proposals, all related documents and subsequent reports (in case of selection as Firm) shall be submitted in the enclosed formats (Form 1 to 6 along with the supporting documents if any) on line in ENGLISH only through e-procurement portal.
- (ii) Firm is required to quote the prices in the Indian currency only. Proposals must



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remain valid for 180 days from the date of opening of the bids. The bids valid for a period shorter than the specified period shall be rejected as being non- responsive. In no case, submission of bids beyond the last date mentioned in the tender shall be entertained.

- (iii) The Technical bids shall not indicate particulars of the Financial bids otherwise the bids shall be liable to be rejected.
- (iv) The proposal shall clearly indicate the names, qualifications, experience and designations of the persons who shall be available to the Client on full time basis along with the time schedule of availability of other team members showing the exact times of their availability for each task in accordance with the Scope of work.
- (v) All the pages of the documents should have bidders initial or signature
- (vi) A Power of Attorney duly notarized by the Notary Public on a non-judicial stamp paper of Rs. 100/-, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.
- (vii) Each bidder shall pay a non-refundable processing fee of Rs. 7,000/- (Rupees seven thousand only) through the online portal only on AITL's website.
- (viii) The technical offer(s) shall be accompanied by a Bid Security in the form of a Demand Draft/Bank Guarantee, from a scheduled Indian Bank in favour of 'Aurangabad Industrial Township Limited, valid for 180 days from the Bid Due Date, payable at Mumbai, for the sum of Rs. 30000/- (Rupees Thirty thousand only). This Bid Security in original shall also be submitted physically at AITL's office, Mumbai till 1500 Hrs on Bid Due Date.
- (ix) Any bid not accompanied with Bid Security, processing fee in accordance with the above stipulation shall be rejected as being non-responsive.
- (x) Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest after the award of the contract.
- (xi) Bid security shall be refunded to the successful bidder on receipt of Performance Security.

**8. The Bid Schedule shall be as under:**

- |  |                                       |
|--|---------------------------------------|
| 1. Date of Issue of RFQ cum RFP                                | 5 <sup>th</sup> Oct 2021 at 1500 hrs  |
| 2. Last Date for receiving queries/requests for clarifications | 11 <sup>th</sup> Oct 2021 at 1500 hrs |
| 3. Pre-Bid meeting   | 12 <sup>th</sup> Oct 2021 at 1100 hrs |
| 4. Client's response to queries/requests for clarifications    | 14 <sup>th</sup> Oct 2021 at 1500 hrs |
| 5. Bid Due Date  | 26 <sup>th</sup> Oct 2021 at 1500 hrs |
| 6. Opening of Technical Bids                                   | 26 <sup>th</sup> Oct 2021 at 1630 hrs |

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9. The address for submission of proposal and requesting clarifications is:

The Managing Director, AITL,  
 Maharashtra Industrial Development Corporation,  
 Udyog Sarathi, DMIC Cell  
 Mahakali Caves Road,  
 Andheri East, Mumbai – 400093

**10. Technical Evaluation:**

The Technical bids shall be opened in the office of the Managing Director, AITL, by the Evaluation Committee in the presence of bidders, who wish to participate. The Technical evaluation will be done on the basis of the following criteria with maximum marks of 100 for each criterion. The weightage for each factor of the qualification criteria shall be as follows:

<b>Sr. No.</b>	<b>Qualification Criteria</b>	<b>Marks</b>
1	Firm with experience in consultancy support/services for Solar PV power project. Minimum 2 projects: 20 Marks (10 for each project) (5 marks additional if any single Solar project is more than 2 MW Capacity, plus 10 marks additional if any single Solar project is more than 5 MW Capacity)	Maximum 35 Marks
2	Qualifications and experience of key staff and competence to execute the assignment and Committed time in man-weeks <ul style="list-style-type: none"> <li>• Team Leader – At least Post Graduate (ME/MTech/MBA) with Min 10 years of experience in Power Sector – 5 Marks, with more than 15 years of experience in power sector - 7 Marks and with more than 20 years of experience in power sector - 10 Marks</li> <li>• Other support Staff - Minimum 2 Engineers with relevant power sector experience of minimum 5 years - 5 Marks, for additional 2 Engineers with minimum 3 years' experience – 10 marks</li> </ul>	Maximum 20 Marks
3	Approach and Methodology for execution of assignment - 35 Marks	Maximum 35 Marks
4	Methodology for knowledge transfer and capacity building of AITL team - 10 Marks	Maximum 10 Marks

#### 11. Criterion for Technical evaluation

- Specific experience of the Firm relevant to the assignment with emphasis on consultancy services/support for installation of Solar PV projects.
- Adequacy of the proposed methodology and work plan - The qualifying proposal should qualify under all the sub-criteria, viz.
- **Technical approach & methodology** – The Firm shall explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output. They shall highlight the issues being addressed and their importance and explain the technical approach they would adopt to address them. They shall also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- **Work plan** - The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule.
- **Organization & Staffing** - The Firm shall propose and justify the structure and composition of their team. They shall list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

Qualification and competency of the Key professional staff will be evaluated giving due preference to the man-weeks committed by the Team Leader and other professionals, who will be actually working on the project. The sub-criterion to be followed for evaluation of the key professionals shall be (a). Educational Qualifications and (b). Adequacy for the assignment/job (i.e., experience in carrying out similar assignments/Jobs).

12. The minimum qualifying total score, for the technical bid shall be 70/100. The financial bids of only those bidders shall be opened whose score shall be 70 or above in technical bids. After completion of the technical evaluation, AITL shall inform those Firm whose proposals do not meet the minimum qualifying mark or are considered non-responsive to the TOR. The Employer will not entertain any query or clarification from Applicants who fail to qualify.
13. The Employer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal of the Employer and e-mail. The Employer shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorized representatives of the Bidders who may choose to attend. The Employer shall publicly announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of opening of Financial Bids.
14. Bidders are advised that qualification of Bidders will be entirely at the discretion of the

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Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

15. The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

**16. Financial Evaluation:**

The financial proposals of the pre-qualified Firm shall be opened by the Evaluation Committee in presence of those firms of consultant/s or their representatives whose bids are short listed for financial evaluation.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will finally be ranked in accordance with their combined technical (St and Financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.60: 0.40.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

17. AITL will select the bidder with the highest score and discuss the detailed work plan with them. Any suggestions that the bidder has, to improve the TORs, staffing details, activities to be undertaken by the firm of consultant/s, reporting, etc. as also the inputs required from the AITL to ensure satisfactory implementation of the assignment, shall be discussed with the bidder and finalized. These discussions will be on the strict understanding that the amount quoted in the Bid document will not be increased for any reason whatsoever.
18. Having selected the Firm, amongst other things, also in consideration of the proposed key professional staff, AITL shall award a contract on the basis of the staff named in the proposal and, prior to the award of contract, shall require an assurance that the staff mentioned in the Form 2 of the Bid document will be actually available and deployed for this assignment. AITL will not consider substitutions during the contract period except in cases of genuine hardship subject to the satisfaction of AITL.

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AITL may hold review meetings fortnightly, or more frequently if so needed, with the Firm during which senior/key personnel of Firm shall be present.

**19.**

- (i) The successful bidder shall enter into a contract agreement with AITL in the prescribed format as per Annexure 'III' and shall commence the assignment as per schedule assigned by AITL.
- (ii) The successful bidder shall furnish a "Performance Bank Guarantee" equal to 10% of the value of contract, which shall be valid for 90 days after the completion of the assignment (as per the format attached).
- (iii) If the Firm, finally selected for award of contract on basis of above procedure, fails to enter into a contract within the time limit of 30 days, AITL shall invite the Firm who has obtained the second highest score on consideration of Financial and Technical bids for award of the contract for carrying out the assignment.

**20.** The Firm shall not utilize or publish or disclose or part with any statistics, data or information collected for the purpose of Commission, without written consent of AITL. The Firm shall be duty bound to hand over the entire records of assignment to AITL before the expiry of the contract. The Firm shall be responsible for any explanation/description in the matter of tariff calculations of the relevant order.

**21.** AITL reserves the right to award the total assignment or to delete any part of assignment or reject any bid without assigning any reasons for the same. Failure to provide all information or conceal any information material to award of contract shall be at bidder's own risk and may result into rejection of the proposal. AITL may award the assignment in parts or in totality based on the evaluation of the technical and financial bids separately.

**22.** The successful bidder shall take urgent steps to execute the Contract document within 30 days of issue of letter of acceptance. Non fulfilment of this condition of executing a contract by the Firm of Consultant awarded the Contract would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. However, AITL in its discretion power, on a specific request by the firm which has been awarded the contract may relax this condition with the reasons recorded in writing.

**23.** Each bidder shall submit period of validity of the bid document, which shall not be less than 180 days or entire period of contract, whichever is higher.

**24.** The successful bidder shall give a certificate that all statutory and other obligations with respect to authorities have been met.

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**25. Deliverables and Time Frame:**

<b>#</b>	<b>Deliverables</b>	<b>Timelines</b>
1	Updated TEFR of Solar PV project for AURIC Hall	2 week from LOA
2	Request for Proposal (RFP) for selection of Solar PV plant developer for AURIC Hall	4 weeks from LOA
3	LOA and draft Contract document	2 week after completion of Bid evaluation process
4	Monthly progress report for project status till commissioning for project	Monthly basis

**PROPOSAL SUBMISSION FORM**

To:

The Managing Director,  
Aurangabad Industrial Township Limited  
C/o- Maharashtra Industrial Development Corporation,  
Udyog Sarathi, DMIC Cell, Mahakali Caves Road,  
Andheri (East,) Mumbai - 400093

Sir/Madam,

We, the undersigned, offer to provide the consultancy services for undertaking the assignments relating to \_\_\_\_\_ in accordance with your bid document ref. \_\_.

We are hereby submitting our proposal for undertaking the assignment in the prescribed formats, which includes the Technical Proposal and the Financial Proposal. Each page of the proposal has been numbered and signed by the Authorized Signatory.

A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity is enclosed.

It is also confirmed that presently we are not handling any assignment that would be in conflict with this assignment or place us in a position of not being able to carry out this assignment objectively and impartially.

If negotiations are proposed by AITL at any stage, we undertake to negotiate as per the requirement of the assignment. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

Demand drafts/pay order/Bank Guarantee no. \_\_\_\_\_ dt. \_\_\_\_\_ For **Rs. 30,000/-** (Rupees Thirty Thousand only) as Bid Security in favour of Managing Director, AITL payable at Mumbai is enclosed herewith, and online payment of Rs. 7,000/- (Rupees seven Thousand) including GST as non-refundable processing fee.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: Name  
of the Firm:

**Encl. As above**

**FORM 1**

**Technical Proposal**

**FIRM'S PROPOSAL**

**Relevant services carried out in the last five years that best illustrate qualification and experience**

**(Using the format below, provide information on each reference/assignment for which your firm/entity, individually as a corporate entity or as one of the major companies within an association, was legally contracted)**

1. Assignment Name:
2. Name & address of the client:
3.
  - (i.) Professional Staff including Senior Staff (Project Director/Coordinator, Team Leader) Provided by Your Firm/entity (attach profiles)
  - (ii.) No. of Staff-weeks; duration of assignment
4. Start Date and Completion Date (Month/Year):
5. Details of Associated Firm of consultant/s, if any:
6. No. of Months of Professional Staff Provided by Associated Firm of consultant/s
7. Approx. value of Services (in current Indian Rs.)
8. Experience Certificate (whether provided or not)

Authorized Signatory



**FORM 2**  
**Technical Proposal**  
**Format of Curriculum Vitae (CV) for proposed**  
**Professional Staff/Key experts**

1. Proposed position
2. Name of Firm
3. Name of Staff and Nationality
4. Profession
5. Date of Birth
6. Years with Firm/entity
7. Membership in Professional Societies/ Institutes
8. Details of task Assigned
9. Educational Qualifications
10. Work undertaken that best illustrates capability to handle the task assigned (mention name of assignment, year, location, employer, main projects, features, position held and activities performed).

Authorized Signatory

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**Form 3  
Technical Proposal**

**Description of the proposed Approach and methodology and Work plan for performance of the assignment and methodology for knowledge transfer and capacity building of AITL team**

Authorized Signatory

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Form 4

Technical Proposal

Format of Task Schedule for Professional Staff proposed for assignment

<b>Sr.No.</b>	<b>Name</b>	<b>Educational and Professional Qualifications</b>	<b>Position/ Experience</b>	<b>TASK</b>	<b>Committed Time schedule (in days/weeks)</b>
1					
2					
3					
4					
5					

Authorized Signatory

**FORM 5**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

**To:**  
**The Managing Director,**  
**Aurangabad Industrial Township Limited**  
**Maharashtra Industrial Development Corporation,**  
**Udyog Sarathi, DMIC Cell**  
**Mahakali Caves Road, Andheri East,**  
**Mumbai – 400093**

Sir,

We, the undersigned, offer to provide the consultancy services for undertaking the assignment relating to \_\_\_\_\_ in accordance with your bid document ref. \_\_\_\_\_.

We hereby submit our Financial Proposals in Form 6 for the assignment.

We hereby confirm that the financial proposal in Form no.-6 is unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modification resulting from Contract negotiations, with by AITL. Each page of the proposal has been signed by the Authorized Signatory.

We understand that you are not bound to accept any Proposal you receive.

We further understand that these costs are all inclusive which include manpower cost, establishment cost, travel expenses and other overheads etc.

**Encl. Form 6**

Yours sincerely, Authorized Signatory:

Name and Title of Signatory: Name of the Firm:

Address:

**Selection of Consultant for providing consultancy services for installation of Solar Power Project for Auric Hall at Shendra Industrial area, Aurangabad**

FORM 6

**Financial Proposal**

**Summary of cost**

<b>Sl. No.</b>	<b>Costs</b>	<b>Bid amount (in Rs.) (A)</b>	<b>GST etc. (in Rs.) (B)</b>	<b>Total amount (in Rs.) (A+B)</b>
1				
2				
3				
Grant Total				

Authorized Signatory

**Selection of Consultant for providing consultancy services for installation of Solar Power Project for Auric Hall at Shendra Industrial area, Aurangabad**

**ANNEXURE – 'II'**

Deliverables and Timelines as per the following Work Plan and Activity Schedule for providing consultancy services for installation of Solar Power Project at Auric Hall, AITL, Aurangabad:

<b>S. No.</b>	<b>Description</b>	<b>Time</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		

Authorized Signatory

**ANNEXURE – ‘III’**

**(Contract Agreement to be signed by Firm with AITL)**

This ARTICLES OF AGREEMENT made on this ..... day of 2021

**BETWEEN:**

**Aurangabad Industrial Township Limited**, a special purpose vehicle formed with the equity participation of Central and State Governments and having its office at Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra, India – 400093, hereinafter referred to as the “AITL” or “Client” (Which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART

AND

\_\_\_\_\_ Company registered under the Companies Act, 1956 and having its office at, hereinafter referred to as the Firm (which expression shall unless excluded or repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

(AITL and they are individually referred to as the “Party” and collectively as the “parties”).

WHEREAS AITL has awarded the contract on the basis of open bids to the party of the SECOND part as a Firm inter alia to assist in “preparation of

\_\_\_\_\_, more precisely explained in the ‘Terms of Reference’ contained in the bid document dated\_”.

M/s\_\_\_\_\_ have agreed to provide consultancy services to AITL on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows:

1. \_\_\_\_\_ is appointed as Firm of the Client for the aforementioned assignment.

\_\_\_\_\_ shall commence the assignment from zero date, which is mutually agreed between AITL and the Firm of consultant/s as \_\_\_\_\_. The Firm shall execute and complete the assignment as per the work plan and activity schedule mentioned herein: -

## WORK PLAN AND ACTIVITY SCHEDULE

S. No.	Description	Time
1		
2		
3		
4		
5		
6		
7		
8		
9		

### 2. Scope of Work:

The key tasks to be undertaken under the consultancy assignment shall include:

- a. **Phase-I: Selection of EPC Contractor (till award of project)**
- b. **Phase-II: Project Management/Handholding support till commissioning and handing over**

#### a) Phase -I: Selection of EPC Contractor (till award of project)

- i. Review and Updation of TEFR of Solar PV project for AURIC Hall prepared by AITL
- ii. Preparation of Request for Qualification & Proposal (RFQ cum RFP) for selection of EPC Contractor for award on "EPC basis" for 0.9MWdc Solar PV system
- iii. Assistance to AITL in Bid Process Management and other requirements of tender
- iv. Support to AITL for Bid Evaluation process and selection of Solar PV plant developer
- v. Preparation of draft Letter of Award and contract document for engagement of solar developer

#### b) Phase-II: Project Management till commissioning and handing over of the project

- i. Participation in meetings with solar EPC contractor
- ii. Assistance to AITL for approval of drawings, specifications submitted by solar EPC contractor



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- iii. Handholding support to AITL during execution and commissioning of the Solar PV project for
  - a. Monitoring monthly progress of project development (status of approval of drawings, installation work etc)
  - b. Highlighting key activities which needs to be taken up on priority to avoid delay in project execution
  - c. Addressing the technical issues which AITL may refer to consultant during execution of project
  - d. Any other works as per the directions of AITL management required for this project
  
- I. Time schedule and Task Assignments for completion of respective jobs shall be as mentioned in clause as per the bid document proposed by and reproduced as follows:

S. No	Name	Qualification	Position/ Experience	Task	Committed Time Schedule (In Days)

- 3. The \_\_\_\_\_ agrees and undertakes that the respective tasks shall be performed & completed only by the personnel mentioned in Para 5 here in above and that if any change in the composition of the said team is necessitated, the second party shall seek prior permission of AITL to effect the changes.
- 4. Firm shall be paid as follows:
  - I. Consultancy charges of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only) including of taxes as applicable in respect of providing consultancy services for installation of Solar Power Project at Auric Hall, AITL, Aurangabad:

**Milestones as per which invoices for fees shall be raised by Firm - % of contract value**

#	Deliverable	Percentage of contract value
1	Submission of updated TFER	10%
2	Submission of Draft RFP	15%

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3	Addressing the AITL's comments and submission of revised RFP	15%
4	Submission of Bid evaluation Report, Draft LOA and Draft contract for EPC contractor	15%
5	Submission of 1 <sup>st</sup> monthly progress report (35% Completion of Implementation Work)	15%
6	Submission of 2 <sup>nd</sup> monthly progress report (70% Completion of Implementation Work)	15%
7	Submission of 3 <sup>rd</sup> monthly progress report (100% Completion of Implementation Work and complete handing over and commissioning of project)	15%

**5.**

- (a) The Firm shall within one week of signing of this agreement provide performance security by way of Performance Bank Guarantee @ 10% of the total contract value in a format acceptable to AITL from any scheduled Bank which shall be valid for a period of six months beyond the scheduled completion date, extendable suitably in case of extension of period of contract.
- (b) The payment of fee to Firm the Firm shall be made by AITL after the deduction of tax at source in accordance with law for the time being in force.
- (c) AITL shall be entitled to evaluate the reports submitted by the Firm at any stage and the Firm shall incorporate / restructure the report as per the recommendations of AITL within such reasonable time as may be prescribed by AITL.
- (d) AITL shall make payments to the Firm within 30 days of the date of receipt of Invoice in AITLs' office subject to acceptance of deliverables wherever required unless prevented by reasons beyond its control and in the latter case the Firm shall not be entitled to claim any interest or damages on account of such delay.

**6.** The Firm shall be liable to AITL for the performance of its obligations in this Agreement and for any loss suffered by AITL as a result of a default of the Firm in such performance, subject to the following limitations:

- a. The Firm shall not be liable for any damage or injury caused by or arising out of the act, omission, neglect or default of any person other than the Firm.
- b. The Firm shall not be liable for any loss or damage caused by or arising out of circumstances over which the Firm has no control.
- c. The total liability of the Firm under this clause shall be limited to 10% of the consultancy charges mentioned in Clause 7.

**7.** No TA/DA shall be admissible for the Firm for local journey in connection with the

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Consultancy. In case if consultant requires to visit at Aurangabad site or Meeting in Delhi with DMIC, the out of pocket expenses shall be reimbursed at actual against submission of requisite document. Such travel shall be done only with prior approval of AITL.

8. AITL reserves its right to foreclose, terminate or cancel the engagement of the Firm without assigning any reasons. In such cases Firm shall be paid remuneration after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by AITL, and the decision of AITL shall be conclusive and binding. The remuneration so fixed and paid shall be deemed to be the final payment in such cases.
9. In case of any differences or disputes between the parties arising out of this AGREEMENT, the matter shall be dealt with in accordance with the provisions of the Arbitration and Conciliation Act, 1996
10. Any information of confidential nature, which may be so marked by AITL, which comes to the knowledge or in the possession of the Firm or of any of its employees by virtue of their engagement on subject matter of this contract; shall not be disclosed by the Firm or its employees to any unauthorized person in any manner. Any breach of this clause without prejudice to any other action that may be initiated as per law, shall also subject the Firm to a liability to pay to AITL such compensation as may be decided by AITL keeping in view the nature, manner and motive of the information disclosed and the extent of the damage caused by such unauthorized disclosure.

Provided that any information that was (a) rightfully already known to Firm at the time of its disclosure, (b) independently developed by Firm without referring to AITL's confidential information, (c) known to the public through a source other than Firm, or (d) disclosed to Firm by a third party not having an obligation of non-disclosure to the proprietor of the information, shall not be deemed to be confidential information for the purposes of this agreement.

Provided further that the obligation of confidentiality on Firm shall not apply where such confidential information is required to be disclosed under any law.

11. The Firm undertakes that this assignment shall not be in conflict with its prior or current obligation to other clients nor shall it place him in a position of not being able to carry out the assignments objectively and impartially.
12. A team constituted by AITL shall evaluate the deliverables submitted by the Firm. The team shall finalize the deliverables within 15 days of receipt of the same from the Firm. The Firm shall within a reasonable time incorporate/restructure the deliverables as per the recommendations of the said team.
13. It is mutually agreed between the parties that the time will be the essence of this CONTRACT/AGREEMENT. The Firm, the party of the second part, shall adhere to the time schedule as prescribed in this AGREEMENT and complete the work within the stipulated

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time frame, failing which the party of the second part would be liable for a penalty which may go upto Rs.5000/- per day, subject to a maximum of 10% of entire value of contract, for each day of delay beyond the time stipulated in this AGREEMENT, provided that each day of delay beyond time schedule is attributable solely to the FIRM. AITL's decision in this matter will be binding on all parties.

14. In case the party of the second part fails to fulfil its obligations, AITL would be entitled to invoke the performance Bank Guarantee as furnished by party of the second part and the amount mentioned in the Performance Bank Guarantee shall stand forfeited.
15. In respect of any matter for which no provision has been made in this agreement, the provisions contained in the general instructions of the Government on the subject of engagement of FIRM shall apply. All the letters issued by AITL and the proposal and clarifications submitted by the FIRM shall form part of this agreement.

IN WITNESS WHEREOF the Firm and Managing Director to AITL on behalf of AITL have hereto put their hands on the day and the year first above written.

( )  
Managing Director,  
Firm

( )  
Managing Director,  
AITL

Witness:

- 1.
- 2.

**Annexure – IV**

**SAMPLE PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be executed on non-Judicial stamp worth Rs 250/- with Rs 1.00 revenue stamp)  
Ref..... Bank Guarantee No.....Date.....

To  
Aurangabad Industrial Township Limited  
C/o- Maharashtra Industrial Development Corporation,  
Udyog Sarathi, DMIC Cell  
Mahakali Caves Road,  
Andheri East, Mumbai – 400093

Dear Sirs,

In consideration of the Aurangabad Industrial Township Limited (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ with its

Registered/Head office at .....(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No..... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No. .... dated..... valued at..... for .....and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....\*.....% (.....percent) of the said value of the Contract to the Owner.

We.....having its (Name & Address of the Bank). Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of .....\* as aforesaid at any time up to .....@ .....(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantees herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to

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postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contactor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....\* and it shall remain in force up to and including .....@ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this ..... day of .....20..... at .....

WITNESS

.....(Signature) ..... (Signature)  
..... (Name) (Name).....  
.....

(Official Address) (Designation with Bank Stamp) Attorney as per Power of Attorney No.....

Dated.....

1. Strike, whichever is not applicable.
2. Bank Guarantee shall be issued by any Nationalized Bank in India
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

\*This sum shall be ten percent (10%) of the Contract Price.

@ The date will be Ninety (90) days after the end of the scheduled work completion period as specified in the Contract.