



Request for Proposal

No.: GERMI/RERW/SERVICES/2016/015

Gujarat Energy Research  
and Management Institute  
(GERMI)

Request for Proposal for selection of Civil cum  
Architectural Consultant for renovation and  
modernization of Administrative building of  
GSECL's Gandhinagar Thermal Power Station

Issued On:

**16.04.2016**

Last date for Submission of Proposal:

**28.04.2016**

Address:

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## Request for Proposals

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Gujarat Energy Research and Management Institute (GERMI), is undertaking many renewable energy development projects which majorly includes design and development of megawatt size solar power plants. Recently GERMI has received a project for establishing 150 TR solar thermal air-conditioning system at Gujarat State Electricity Corporation Limited's Gandhinagar Thermal Power Station (GTPS). Before starting the project it requires some modification in the existing administrative building of GTPS and therefore, we are looking forward to select a consultant to carry out civil cum architectural activities related to the project.

Sealed bids are invited through this Request for Proposal No. GERMI/RERW/SERVICES/2016/015 dated **16<sup>th</sup> April, 2016** from all organizations/individuals working as consultants with considerable civil cum architectural engineering background.

The RFP Document can be downloaded from GERMI website <http://germi.org/tenders.html>. All relevant documents along with the RFP Document is required to be submitted in physical form to GERMI office on or **before 28 April 2016 by 1500 Hrs.**

GERMI reserves the right to reject any or all offers without assigning any reasons thereof.

Sd/-  
Prof. (Dr.) T. Harinarayana  
Director, GERMI

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## 1 Important Dates and Amounts

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### 1.1 Important Dates

- a. Date of floating of RFP : 16 April, 2016
- b. Last date for requesting clarification pertaining to this RFP : 21 April, 2016; 1700 Hrs IST
- c. Last date of submission of Bid : 28 April, 2016; 1500 Hrs IST
- d. Date of Opening of Technical Bid : 28 April, 2016; 1530 Hrs IST
- e. Date of Opening of Financial Bid : 28 April, 2016; 1600 Hrs IST  
*(If there is any change in the financial bid opening date, same shall be informed during the technical bid opening)*

### 1.2 Important Amounts

- a. Cost of Purchase of RFP : Nil
- b. Earnest Money Deposit (EMD) : INR Rs. 7,000.00 through DD

## 2 Introduction

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### 2.1 Gujarat Energy Research and Management Institute

Gujarat Energy Research and Management Institute (GERMI), an ISO 9001: 2008 certified institute, is a Centre for Excellence in industry learning, research & development and education. It is set up to develop human resource assets to cater to both renewable and non-renewable energy sectors, improve knowledge base of policy makers and technologists, and provide a competitive edge to leaders to compete in the global arena. GERMI was brought into existence and is promoted by Gujarat State Petroleum Corporation Limited (GSPC), a Government of Gujarat Undertaking.

GERMI has already established specialized research, education, management and training institutes, and is continually expanding its horizons to cater to the allied energy sectors. GERMI is a registered Society and a Trust under the Societies Registration Act, 1860 and the Bombay Public Trust Act, 1950. GERMI is a recognized Scientific and Industrial Research Organization (SIRO) by the Department of Scientific and Industrial Research (DSIR), Government of India.

GERMI solar and renewable energy mandates include:

- Techno-commercial/ regulatory advisory and support at various levels to governments to undertake renewable energy programmes and projects;
- Techno-commercial support to both private and government undertakings for establishing solar and allied renewable power and manufacturing projects;
- Fundamental and applied research in the field of energy ranging from functional materials and devices to commercial-scale project performance including auditing;
- Both vocational and professional training along with allied activities to proliferate the trainings by providing institutional support.

### 2.2 About the project and the location

GERMI is continuously working towards development of Solar Power plants in Gujarat as part of its mandate and therefore receive technical consultancy assignments from the Government and various other organisations or companies working towards the same goal.

GERMI has currently received a project on “Establishing 150 TR solar thermal air-conditioning system at the Administrative building of Gujarat State Electricity Commission’s Thermal Power Station, situated at Gandhinagar, Gujarat. This project at the initial stage require services related to civil cum architectural engineering for modification and modernisation of existing administration building of GTPS so as to have good architectural views with good seating arrangements for the staff as well as for the officer with all amenities.

Gujarat Energy Research & Management Institute “GERMI” is engaged in carrying similar projects in Gujarat state as well as other parts of the country, under different capacities.

Detailed financial offers are invited from interested and eligible engineers to be hired as “Consultant” to undertake design tasks.

## 3 Instruction to Bidders

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### 3.1 General

- 3.1.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and GERMI shall, in no case be responsible or liable for these costs regardless the conduct or outcome of the bidding and contracting process. The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid carefully.
- 3.1.2 GERMI reserves the right to cancel any or all the Bids as per its discretion without assigning and giving any reason thereof. GERMI also reserves the right to rescind the process of this RFP at any time before placement of the order for the said Scope of Work herein.
- 3.1.3 The Bidder shall prepare the Bid based on the information furnished and terms and conditions provided in the RFP.
- 3.1.4 The Bid shall also contain all the information asked in this RFP with supportive data wherever necessary.
- 3.1.5 Failure to furnish all information required by the RFP or submission of a Bid not substantially responsive to the RFP will be at the Bidder's risk and may result in rejection of the Bid.
- 3.1.6 GERMI may or may not ask for clarifications in his regard, before opening the bids.
- 3.1.7 Failure to comply with all amounts and timeline indicated in this RFP shall automatically make the Bid liable for rejection.
- 3.1.8 The Bid submitted is to be signed by a person who is a duly authorized representative of the Bidding organization.
- 3.1.9 This RFP is non-transferable. Each bidder shall submit only one Bid by itself.
- 3.1.10 At any time prior to the deadline for submission of Bids, for any reason, whether at its sole initiative or any response to a clarification requested by a Bidder, GERMI may modify the RFP by amendment(s) thereto. The amendment(s) will be notified publically and/ or in writing to all prospective Bidders.
- 3.1.11 The prospective Bidder requiring any clarification shall write to GERMI on or before the last date for such clarification as indicated in Clause 1.1 above so as to ensure timely response by GERMI and timely submission of the Bids.
- 3.1.12 Bid Validity: The Bids shall be kept valid for at least for One Hundred and Eighty (180) days from the last date of submission of Bid. A Bid with validity for a shorter period than the above may be rejected by GERMI. If required, GERMI may solicit the Bidder's consent to an extension of the period of Bid validity.
- 3.1.13 Deviations: No deviations shall be taken by the Bidder to the RFP especially with regard to the Scope of Work and the terms and conditions. Bids with any deviation are liable to be summarily rejected.
- 3.1.14 Language of correspondence and Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and GERMI shall be written in English language only.
- 3.1.15 For any clarification emails can be sent to **Dr.SagarkumarAgravat**, Scientist E1, In – Charge Solar R&D Projects, GERMI on [sagar.a@germi.res.in](mailto:sagar.a@germi.res.in) with copy to Mr. Deepak Mishra Sr. Executive (Administration), GERMI on [deepak.m@germi.res.in](mailto:deepak.m@germi.res.in)

### 3.2 Eligibility

- 3.2.1 Bidders demonstrating at least five (05) years of experience in civil and architectural designing work for any commercial or office building shall qualify to Bid for this RFP. *Please provide details of the job undertaken with certificate from client.*
- 3.2.2 The bidder should be entitled as licensed civil or architectural engineer from competent institute of repute (i.e. Government body, Institute of Engineers India or equivalent).

- 3.2.3 Licensed engineer should have turnover of Rs.20 lacs/annum during the last three consecutive years. Individual chartered/licensed engineer or firms can also participate in the bid, provided they meet the eligibility criteria.

### 3.3 Earnest Money Deposit

- 3.3.1 Bidder shall be required to submit Earnest Money Deposit (EMD) of the amount mentioned in clause 1.2bin the form of a Demand Draft in favour of Gujarat Energy Research and Management Institute payable at Gandhinagar, valid for a period of ninety (90) days from the last date of submission of Bid.
- 3.3.2 The EMD should be from any Nationalised bank in India.
- 3.3.3 GERMI shall not be liable to pay any interest on the Ernest Deposit Money made and the same shall be interest free.
- 3.3.4 The EMD of all the bidders shall be returned once the Successful Evaluated Bidder accepts the LoA issued.
- 3.3.5 The EMD of Successful Evaluated Bidder can be forfeited if it delays to accept the LoA within the stipulated period, and the contract shall be allotted to next best/lowest quoted bidder.

### 3.4 Bid Deadline

- 3.4.1 Any Bid received by GERMI after the last date for submission of Bid as indicated in Clause 1.1c shall be summarily rejected. GERMI shall not be responsible for any delay in submission of the Bid whether caused by the Bidder or/and other third party.
- 3.4.2 Any change in the last date for submission of the Bid shall be intimated to the Bidders accordingly.

### 3.5 Submission of the Bid

- 3.5.1 The Bid prepared by the Bidder shall be submitted in one envelope comprising of:  
Envelope-1 shall comprise of Technical Bid.  
Envelope-2 shall comprise of the duly filled-up Financial Bid.
- 3.5.2 Envelope-1 (Technical Bid) shall contain the following details and documents:
- Technical Proposal: Covering letter for submission of Bid with confirmation that the Bidder has completely understood the RFP and agrees to all the provisions in the RFP as per the format given in Annexure 1: Format of Covering Letter for Submission of Bid.
  - List of Similar Projects carried out by the Bidder as per the format given in Annexure 3: List of Similar Projects. The Bidder shall annexe a letter of award for such projects; certificate of satisfactory completion of the projects (if available) or status of the projects.
  - Curriculum Vitae of the qualified manpower that will be directly involved in the Project.
  - Any other related document.
- 3.5.3 Envelope-2 (Financial Bid) shall contain only the duly filled up, signed and stamped Financial Bid on consultant's letter head as per format enclosed in Annexure 2: Format of Financial Bid.
- 3.5.4 Envelope-1 and Envelope-2, containing the above information shall be sealed individually and labelled clearly on top of the envelopes as follows:
- "Envelope-1: Technical Bid for selection of Civil cum Architectural Consultant for renovation and modernization of Administrative building of GSECL's Gandhinagar Thermal Power Station"

- b) “Envelope-2: Financial Bid for selection of Civil cum Architectural Consultant for renovation and modernization of Administrative building of GSECL’s Gandhinagar Thermal Power Station”
- 3.5.5 All the above envelopes shall be placed in a general sealed envelope  
“Bid for selection of Civil cum Architectural Consultant for renovation and modernization of Administrative building of GSECL’s Gandhinagar Thermal Power Station”
- 3.5.6 All envelopes shall clearly indicate the name and address of the Bidder.
- 3.5.7 All Bids shall be addressed to:  
**The Director**  
Gujarat Energy Research and Management Institute  
1<sup>st</sup> Floor, Energy Building  
PanditDeendayal Petroleum University Campus  
Gandhinagar, Gujarat 382 007, INDIA
- 3.5.8 All pages of the Bid submitted including this RFP shall be duly signed and stamped by the Bidder as a mark of acceptance of all terms and conditions and should be properly numbered.

### 3.6 Financial Bid

- 3.6.1 The price quoted by the Bidder shall be all inclusive considering the total Scope of Work as indicated in the RFP.
- 3.6.2 Bid price shall be quoted in Indian Rupee only.
- 3.6.3 The Financial Bid shall be inclusive of all taxes and duties.
- 3.6.4 The price quoted in Indian Rupees shall be written both in words and figures and in case of any discrepancy between the two, prices in words shall be valid and binding.
- 3.6.5 Offer must indicate man-day charges for visits to project site separately and should absorb up to 2 visits.
- 3.6.6 Validity of the price given in financial bid shall be for 6 months from the date of issuance of Work order.

### 3.7 Bid Opening and Evaluation

- 3.7.1 The Bidding Committee of GERMI will open Envelope-1 (Technical Bid) in the presence of the Bidders or of their representatives who choose to attend the opening, on the last date for submission of bid at GERMI.
- 3.7.2 If required, GERMI may ask for any information or clarification while evaluating their Technical Bid.
- 3.7.3 Any Bidder who has not complied with the condition of this RFP shall be liable for rejection.
- 3.7.4 The evaluation shall be made upon evaluation of the Technical Bids and Financial Bid of only the technically qualified Bidders will be opened.
- 3.7.5 The Successful Evaluated Bidder shall be the technically qualified bidder with the lowest Bid Price.

### 3.8 Right to Accept or Reject Any or All Bids

- 3.8.1 GERMI is not bound to accept the lowest or any bid and may at any time by notice in writing to the Bidders terminate the bidding process.
- 3.8.2 GERMI may terminate the contract if it is found that the Consultant is blacklisted on previous occasions by any of the Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.

### 3.9 Negotiations with Bidders



- 3.9.1 The selection of Contractors for negotiations could be held up to L2 bidders. In cases where the L1 bidder refuses to further reduce its offered price and the L2 bidder come forward to offer a price which is better than the price offered by L1 bidder, then that bidder will be considered as L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, it would be treated as the L1 bidder.
- 3.9.2 The Bidder is not allowed to revise the price, before opening of the Financial Bid, once it is submitted to GERMI.
- 3.9.3 The work as a whole will be allotted in a single part to the bidder who is finally evaluated as L1, however, the decision of Director GERMI shall be final in this regard.

### **3.10 Award of Contract**

- 3.10.1 GERMI shall award the contract to the Successful Evaluated Bidder whose Bid has been found to be responsive and who is eligible and qualified to perform the Scope of Work satisfactorily as per the terms and conditions incorporated in the RFP.
- 3.10.2 GERMI shall intimate Successful Evaluated Bidder for commencement of work through a Work Order.

## 4 Scope of Work and Location

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### 4.1 Brief of the existing Administration Building

- 4.1.1 The main admin building is currently in “C” shape having total carpet area of about 1833.00 sqmt on the ground floor and 260 sqmt on the first floor. There is another building for civil and electrical maintenance work having total area of 150 sqmt in ground floor and first floor. Both the buildings are required to be renovated in same fashion.
- 4.1.2 Presently there are chambers for Chief Engineer (Power station head), Additional Chief Engineer and other cabins for the level of Superintending Engineers, Executive Engineers and equivalent cadres.
- 4.1.3 There are four sections viz. Technical, HR and Accounts. Presently about 85 to 90 persons are seating including Junior Engineers, Deputy Engineers and other clerical staff.
- 4.1.4 Also, there are record rooms for technical, HR and Accounts sections. All the chambers/cabins/rooms are partitioned with the brick walls.
- 4.1.5 GERMI is also working on demonstration of centralized 150 TR solar thermal AC system, selected consultant shall prepare and provide all necessary calculations for cooling requirement after renovation; renovation plan, understand and keep into consideration requirement for ducts, pipes, AHU, cable routing, location of chillers, VAM etc. and work in close interaction with the selected EPC contractor by GERMI.

### 4.2 Scope of work

- 4.2.1 General Requirements
- i. New flooring with vitrified mat finished tiles
  - ii. False ceiling with aesthetic views with proper LED lighting
  - iii. Modular seating arrangements which should accommodate for internal telecom, intranet connection, wi-fi connection, 230 V AC plug for computer / laptop, file storage, modular lighting tile for lighting operations, considerable space for writing, space for PC/Laptop etc. and any other amenities as per corporate offices.
  - iv. CCTV Camera Arrangement
  - v. Fire alarm system
  - vi. All cabling (lighting, telephone, intranet, wi-fi and any other) should be concealed and should have proper approach for future treatment
  - vii. Anti-termite treatment and system for future treatment
  - viii. Wi-Fi system
  - ix. Interior designing with good color combinations for cabins and other places
  - x. Designing of chambers and cabins
  - xi. Places for fire extinguishers
  - xii. Proper sound system wherever required
  - xiii. Renovations of toilets as feasible
  - xiv. Waterproofing of building
  - xv. Water supply and drainage system modification, wherever possible
  - xvi. Any other modification whether mentioned or not, but required to fulfil the requirement shall be in the scope of the Consultant without any price implications
  - xvii. Co-ordinate with GERMI selected EPC contractor for solar thermal AC project and take into account all routing of pipes, ducts, cables, AHU, location of chiller etc. into account and provide complete design for office renovation.

- xviii. Consultant shall also provide all necessary calculations for cooling requirement upon renovation of the office building to Solar Thermal AC Contractor selected by GERMI.
- xix. Consultant shall provide complete support for the solar thermal AC project.
- 4.2.2 Chambers / Cabins for officers and seating arrangement for the engineers and other staff
- i. Chamber of Chief Engineers should have adjoining visitors' room, mini conference room with the capacity of 10 to 15 persons and adjoining room for P.A. to Chief Engineer, along with an attached toilet
  - ii. Closed chambers for Additional Chief Engineer with facility of attached toilets
  - iii. Closed chambers for Superintending Engineers and equivalent cadres (about 10 cabins)
  - iv. Open chambers for Executive Engineers and equivalent cadres (Approx. 11 no.s)
  - v. Seating arrangement in modular way for about 100 persons
  - vi. Cabin for cashier which should be secured with locker facility
  - vii. Record rooms about 3 to 4 no.s as per global design
  - viii. Reception and Poarch: Reception cum waiting lounge with required furniture and washroom facility
  - ix. Library
  - x. I.T. Section at first floor
  - xi. Colony Civil and Electrical Maintenance Office
- 4.2.3 Scope of Services
- i. Conceptual designs for presentation
  - ii. Estimation of quantities and preparation of BOQ as per finalised design
  - iii. Preparation of estimates as per market rate and SOR rates
  - iv. Preparation of tender documents for selection of contractor
  - v. Preparation of standards and specifications for civil and interior work (DTP and DPR)
  - vi. Preparation of drawings for tender
  - vii. Evaluation of bids
  - viii. Preparation of working drawings and detailing
  - ix. Selection of material
  - x. Verification of bill and Certification
  - xi. Periodic site supervision
  - xii. Any other work whether mentioned or not, but required to fulfil the requirement shall be in the scope of the Consultant without any price implications.
- 4.2.4 Co-ordination with Solar Thermal AC EPC Contractors
- i. Consultant shall look into the requirement of ducts, outlets, electrical and other ancillary requirements, operation and maintenance requirement of EPC contractor for solar thermal AC and incorporate the same into final design for renovation.
  - ii. Consultant shall understand importance of successful execution of solar thermal AC demonstration project separately being executed by GERMI and ensure integration, co-ordination and smooth functioning of both the projects.
  - iii. Consultant shall look into the timeline of execution of solar thermal AC project and plan its work accordingly.
- 4.2.5 Detailed Scope of work
- i. Considering the requirement as above and with site survey and having discussion with EIC, consultant needs to prepare preliminary drawings. The same needs to be discussed and revised and then final drawings need to be prepared and submitted in soft as well as in hard copy.
  - ii. Consultant needs to prepare following:

- a. Detailed drawing of furniture
  - b. Details of all doors and windows
  - c. Details of false ceiling in consultation with the Solar A/c consultant
  - d. Flooring details
  - e. Electrical layout, other cable lay out for LAN network, PC connection, telecom connection, wi-fi networking, audio system etc. and details in accordance with furniture layout and requirements
  - f. Selection of materials, furniture, painting and polishing, curtains, lighting fixtures etc.
  - g. Details regarding water proofing on terrace
  - h. Any other details required for elegant interior
- iii. Consultant is also required to prepare 3 dimensional architectural views, videos and give presentation with different models with 3 options at GTPS and / or corporate office Vadodara
  - iv. Also, it needs to prepare draft tender specification with the details such as schedule of quantities, detailed item wise specifications of the work, bid drawings, instructions to the bidders, commercial conditions of GSECL etc.
  - v. The Consultants also needs to supervisethe work during the execution in such a way that work is carried out as per the specification and final drawings. Also, periodical service is to be provided for interior and finishing items i.e. during execution minimum visits should be provided and time limit will be as per the detail given in this RfP.
  - vi. The Consultant should also submit six sets of copies of construction drawings required for the execution of the project work before commencement of the job and incorporate the changes, if required, during the execution of work. It also needs to submit the drawings in soft copy too
  - vii. All drawings will be GSECL's property and empowered to copy the same for other power stations and project at any location
  - viii. To submit as built final drawing within ONE month period after completion of work in hard (9 sets) as well as soft
  - ix. Consultant may visit GSECL'SWanakbori TPS, about 125 kms from GTPS where the office is already renovated
  - x. Consultant shall be responsible to provide full co-operation and co-ordination withthe project leader in planning, design and integration of solar thermal AC and the building.

### 4.3 Completion Period

- 4.3.1 The entire scope of Work should be completed within a period of 65 days from the date of acceptance of work order by the Consultant or from the date intimated by GERMI to start the work.

Sr.No.	Activities	Timeline
a.	Preparation of preliminary drawings with seating arrangement and video (3D) presentation at either Corporate Office or GTPS.	Within 25 days from date of commencement of Work
b.	Preparation of final draft tender documents such as tender specifications, bill of quantity, estimates etc.	Within 25 days from the completion of activity 'a'

	and receiving approval of GERMI thereof	
c.	Finalisation of drawings after several rounds of iterations	Within 15 days from the completion of activity 'a'

## 5 General Terms and Conditions

### 5.1 Consultant and its team

- 5.1.1 The Bidder can be an individual or a group of people working as a team.
- 5.1.2 In case of a team the Bidder shall nominate a person as the “Technical Expert” with minimum seven (07) years of experience in relevant area of the Scope of Work of this RFP. The Curriculum Vitae of the Technical Expert should be attached with the Bid.
- 5.1.3 The Consultant’s Team shall be approved by GERMI. Further, the Consultant shall not change any team member from its team without prior approval from GERMI.

### 5.2 Insurances

- 5.2.1 The responsibility of all types of applicable and required insurance coverage for the Bidder’s personnel, material, equipment, etc. deployed for the scope of services shall rest with the Bidder and in no way GERMI shall be responsible for any liability or damages, whatsoever.

### 5.3 Payment Terms

- 5.3.1 Payments shall be made to the Consultant on completion of each milestone as given below:

a.	Preparation of preliminary drawings with seating arrangement and video (3D) presentation at either Corporate Office or GTPS. (Within 25 days from date of commencement of Work)	20 %
b.	20% on completion of final draft tender documents such as tender specifications, bill of quantity, estimates etc. and approval of GERMI thereof. (Within one month after completion of above activity ‘a’ or as directed by GERMI)	20 %
c.	On finalisation of drawings as per requirement of the GSECL. (Within one month after completion of above activity ‘A’) or as directed by GERMI)	20%
d.	General Supervision charges On completion of work (12 visits or as required by GERMI)	15 %
e.	General Supervision charges On completion of finishing work (12 visits or as required by GERMI)	15 %
f.	Completion of work submission of as built drawing	10 %

- 5.3.2 The appropriate person in GERMI shall first verify the invoice and in case of any discrepancy has the rights to ask justifications from the Consultant.
- 5.3.3 This representative shall also have right to restrict the payment of the Consultant to a particular amount and deduct penalty from the invoice, if any, for that particular month.
- 5.3.4 Payments shall be made to the Consultant within thirty (30) days of receipt of Invoice through cheques.

### 5.4 Confidentiality

- 5.4.1 All reports, drawings, diagrams, designs, specifications, material lists, flow sheets, patterns and other documents collected / prepared in connection with the services hereunder shall at all stages be termed as Confidential Information and remain the property of GERMI and while

- in the custody of the Consultant shall be fully available to GERMI and its duly authorized representatives.
- 5.4.2 Similarly, all the drawings, designs, calculations, specifications, lists, photographs etc. pertaining to the project, furnished by the Consultant shall also be a part of the Confidential Information and be the properties of GERMI and shall be delivered to GERMI on completion of the work.
- 5.4.3 On completion of the assignment, all Confidential Information shall be handed over by the Consultant to GERMI.
- 5.4.4 The Consultant/ Bidder shall hold in confidence this assignment and all activities relating to the Project and all documents and other information whether technical or commercial which is of a confidential nature supplied by or on behalf of GERMI relating to the design, construction, insurance, operation, maintenance, management and financing of the Project and shall not, save as required by law or appropriate Competent Authorities disclose the same to any third party without any written approval from GERMI.
- 5.4.5 Literature, drawings, reports, instruction manuals etc. of different manufacturers, suppliers, bidders and other Confidential Information, which are made available to the Consultant shall be used exclusively for the project activities only and shall not be used for any other purpose. The same shall also be carefully preserved by the Consultant till the completion of the project and returned to GERMI in good condition, prior to closing of the contract.
- 5.4.6 The Consultant shall not mention the name of our client in any of its communications or documents without prior permission of the GERMI.

## 5.5 Intellectual Property

- 5.5.1 Any and all works of authorship, inventions, discoveries, processes, machines, manufactures, compositions of matter, formulas, techniques, computer programs, systems, software, source code, firmware, object code, hardware systems, mask works, trade secrets, proprietary information, schematics, flow charts, databases, customer lists, marketing plans, product plans, business strategies, financial information, forecasts, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, reports, findings, recommendations, designs, drawings, sketches, notebooks, ideas, concepts, technical data and/or training materials, and improvements to or derivatives from any of the above, whether or not patentable, or subject to copyright or trademark or trade secret protection, shall be collectively termed as "Intellectual Property."
- 5.5.2 All Intellectual Property arising out of the Consultant's services towards fulfilling the Scope of Work and the rights thereto ("Intellectual Property Rights") free and clear of any encumbrance, shall be owned by GERMI.

## 5.6 Assignment

- 5.6.1 This being a consultancy assignment, considering expertise, experience and resourcefulness of the Consultant, all the services for the comprehensive project consultancy shall be provided by the Project Consultant.
- 5.6.2 The rights and liabilities of the Consultant shall not be assigned or transferred by them.
- 5.6.3 However, if it is decided that the project shall be executed by other agency/organization, GERMI shall have rights to assign this order to the other agency.

## 5.7 Indemnity

- 5.7.1 The Bidder shall indemnify GERMI in respect of all claims, damages or injury or damage to any representative of Bidder and/ or property assigned to this Project.

## 5.8 Cancellation/ Termination

- 5.8.1 GERMI at its discretion reserves the right to cancel/ terminate the contract partly or wholly or reduce the Scope of Work, at its discretion, by giving ten (10) days notice without assigning reasons during the tenure of the Contract, which shall be binding to the Consultant and the Consultant shall be paid fees only for the actual work carried out based on discussion, agreements, justification, documents, etc.
- 5.8.2 Whereas, against scope reduction, if any, the justified reduction in contract price shall be bided, discussed and agreed and accordingly contract price shall be amended.

## 5.9 Governing Law

- 5.9.1 The Order shall be governed by the Law of India. The Gandhinagar/ Ahmedabad courts shall be the exclusive jurisdiction.
- 5.9.2 In case of the arbitration, the place of Arbitration shall be Gandhinagar/ Ahmedabad.

## 5.10 Penalty

- 5.10.1 The Consultant shall have to carry out the design development work within the time duration given in clause 4.3.
- 5.10.2 In case of delay in execution of work, a penalty of 1% shall be charged on that particular work per week upto a maximum of 5%.

## 5.11 Other general terms

- 5.11.1 If in case the Consultant shall have to carry out the site visit before preparing drawings, GERMI shall intimate the same.
- 5.11.2 The price given in financial bid shall be final and there shall be no deviation from that during the execution of the work. That price shall include the cost of work at least up to three revisions in drawings.
- 5.11.3 Cost of unforeseen design tasks should be included in the overall consultancy fee and shall not be paid extra.
- 5.11.4 Revision in part of the design shall not be treated as new design. Only complete change or alteration in the design shall be treated as new design and the same can be treated as "Out of Scope".
- 5.11.5 Consultant has to provide **2 Soft copy (PDF, STAAD, Autocad) and 9 sets** of Hard copy of the Designs, Drawings, BOQs, Specifications and all related documents with his/her approval along with signature and stamp.
- 5.11.6 No deviation from the terms and conditions is allowed.



## Annexure 1: Format of Covering Letter for Submission of Bid

[Covering Letter shall be on the official letterhead of the Bidder.]

[Reference No.]

From:

[Address of the Consultant]

[Telephone No., Fax No., Email]

[Date]

To:

**The Director**

Gujarat Energy Research and Management Institute

1<sup>st</sup>, Floor Energy Building

PanditDeendayal Petroleum University Campus

Gandhinagar, Gujarat 382 007

INDIA

**Sub: Bid for selection of Civil cum Architectural Consultant for renovation and modernization of Administrative building of GSECL's Gandhinagar Thermal Power Station**

**Ref. No.:GERMI RFP Document No. GERMI/SRW/SERVICES/2015/015**

Dear Sir,

I, ..... [Name of Authorized Representative], the authorized representative of .....[Name of Company], having read, examined and understood in detail the RFP for selection of Civil cum Architectural Consultant for renovation and modernization of Administrative building of GSECL's Gandhinagar Thermal Power Station, one of the prestigious projects of GERMI.

We give our unconditional and irrevocable acceptance to the RFP including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by GERMI, as amended. In token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We accept that all decisions made by GERMI in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of the Bid process.

We undertake that we fulfil the requirement enabling us to become eligible for bidding for the RFP. We also provide our unconditional consent to GERMI's any decision regarding our disqualification based on our eligibility without GERMI assigning any reasons for disqualification thereof.

We have enclosed the requisite Earnest Money Deposit of Rupees .....as per the provisions of the RFP in the form of Demand Draft No. .... [Demand Draft No. here] from ..... [Bank name] dated ..... [date].

We confirm that there have no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to fulfilling our obligations as per the RFP. We also confirm that we are not blacklisted by any company, private or government.

The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

\_\_\_\_\_  
Sign and Stamp

We confirm that all the prices, terms and conditions, etc. of our Bid are valid for acceptance for a period of 6 (six) months from the Bid Submission Deadline.

Details of the contact person representing our organization for the Bid process are as follows:

Name : .....

Designation : .....

Organization : .....

Address : .....

.....

.....

Mobile : .....

Phone : .....

Fax : .....

Email : .....

All the necessary submissions are attached herein as per the formats and methods specified in this RFP as indicated in the attached Bid Submission Checklist.

Dated the ..... [day of the month] day of ..... [month, year] at ..... [place].

Thanking you,

Sincerely yours,

Name, Sign., Designation.....

Stamp .....

## Annexure 2: Format of Financial Bid

[Covering Letter shall be on the official letterhead of the Bidder.]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

**The Director**

Gujarat Energy Research and Management Institute

1<sup>st</sup> Floor, Energy Building,

PanditDeendayal Petroleum University Campus,

Gandhinagar, Gujarat 382 007

INDIA

**Sub: Financial Bid for selection of Civil cum Architectural Consultant for renovation and modernization of Administrative building of GSECL's Gandhinagar Thermal Power Station**

**Ref: GERMI RFP Document No. GERMI/SRW/SERVICES/2015/015**

Dear Sir,

I, ..... [Name of Authorized Representative], the authorized representative of..... [Name of Company], having read, examined and understood in detail the RFP for selection of Civil cum Architectural Consultant for renovation and modernization of Administrative building of GSECL's Gandhinagar Thermal Power Station, hereby submit our Financial Bid as follows:

Sr.	Item Description	Rate	Tax	Total
1				
<b>TOTAL (In Numbers):</b>				
<b>Total (In Words):</b>				

Dated the ..... [day of the month] day of ..... [month, year] at ..... [place].

Thanking you,

Sincerely yours,

[signature& stamp]

\_\_\_\_\_

[name]

[designation]

\_\_\_\_\_  
Sign and Stamp

### Annexure 3: List of Similar Projects

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Sr. No.	Details of Client	Brief Description of the Overall Project	Scope of Work of Consultant	Work Order attached?	Completion Certificate attached?
1.	[Name] [Contact Person] [Designation] [Phone, Email]			Yes/No	Yes/No
2.					
3.					

Notes:

1. Description of Project can be included in a separate attachment. Please note that the scope of work of the Consultant should be clearly highlighted to be considered as experience during evaluation of this RFP.
2. It is mandatory to attach Work Order if particular project experience is to be considered during evaluation of this RFP.
3. Attachment of Completion Certificate is optional, but desirable.
4. The Bidder may highlight at least three (3) projects with no limit on the maximum number of projects.