



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION

Udit Nagar, Rourkela Dist. -Sundargarh (Odisha) Pin-769012 Website: www.rmc.nic.in

Emailid: rourkelamunicipality@gmail.com

No. 13933

Date: 22/11/23

Tender Call Notice

The Municipal Commissioner on behalf of Rourkela Municipal Corporation invites sealed applications in conformation with detailed Quotation call notice from the reputed firms /Agencies for **"Supply, Installation, Commissioning & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years"**.

For detail technical specifications along with Terms & Conditions etc. may be seen from the Website of www.tendersorissa.gov.in

Memo No. 13934

Date: 22/11/23

Copy to Notice Board of RMC for wide publicity of advertisement through office notice board and MIS, RMC is directed for uploading of the tender document in the RMC website and Tender Odisha website.

Memo No: 13935

Date: 22/11/23

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information with a request to publish the copy of above mentioned notice in two highly circulated Odia daily newspaper (all editions) on date 25.11.2023.

Commissioner
Rourkela Municipal Corporation

Commissioner
Rourkela Municipal Corporation

Commissioner
Rourkela Municipal Corporation



Tender Call Notice No. 13933

Date: 22.11.2023

Rourkela Municipal Corporation
Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012
Email ID: rourkelamunicipality@gmail.com
Website: www.rmc.nic.in

TENDER

**STANDARD TERMS & CONDITIONS OF TENDER DOCUMENTS FOR
"Supply, Installation, Commissioning & O&M of 01 No. of Biomass
Pellet Plant along with Defect Liability Period for 2 Years".**

INVITATION FOR BID (IFB)

Rourkela Municipal Corporation, Rourkela invites sealed Bids for **“Supply, Installation, Commissioning & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years”**.

Bidding Schedule:

| SL.NO | INFORMATION/SUBJECT | DETAIL |
|-------|---------------------------------------|--|
| 01 | NAME OF WORK | Supply, Installation, Commissioning & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years |
| 02 | DATE OF PUBLICATION OF BID | 25.11.2023 |
| 03 | TENDER PAPER COST | 7,080/- (Including GST) |
| 04 | EARNEST MONEY TO BE DEPOSITED | Rs.1,00,000/- |
| 04 | LAST DATE AND TIME FOR BID SUBMISSION | 05.12.2023, 01.00 PM |
| 06 | DATE AND TIME FOR BID OPENING | 05.12.2023, 04.30 PM |
| 07 | DATE OF FINANCIAL BID OPENING | To be Intimated |
| 08 | NAME AND OFFICE FOR INVITING TENDER | Commissioner, RMC |
| 09 | HELPLINE NO AND EMAIL ADDRESS | rourkelamunicipality@gmail.com |

1. Bidder may download the Bidding Document from the RMC website www.rmc.nic.in/ and www.tendersorissa.gov.in and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee towards Tender paper cost of Rs.7,080/- (Including of GST) through online. The bidder has to submit all the documents through online mode.
2. In the event of any of the above-mentioned dates being declared as a holiday / closed day the Bids will be received/ opened on the next working day at the appointed time.
3. For Queries and Clarifications, send email to: rourkelamunicipality@gmail.com only.
4. The Authority of RMC reserves the right, without any obligation or liability, to accept or reject any or all proposals at any stage of the process or to cancel or modify the process without assigning any reason whatsoever. Any changes in the tender document, addendum and corrigendum or schedule of the tender shall be reflected in the website of RMC (www.tendersorissa.gov.in www.rmc.nic.in/). No extension of any deadline will be granted on the basis of grounds that RMC have not responded to any question or not provided any clarification.

Sd/-
Commissioner
Rourkela Municipal Corporation

Tender Call Notice

Rourkela Municipal Corporation (RMC) invites quotation from prospective agencies for Supply, Installation & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years.

| NO | Name Of Work | Deliverables |
|----|--|--|
| 01 | Supply, Installation, Commissioning & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years | Interest Parties shall have to submit documents as provided in the Tender. |

(A) Technical Bid

| NO. | Technical Criteria | Documentary Proof |
|-----|--|---|
| 1 | Should not have defaulted/black listed by any Govt. Dept./PSU of India and there should not be any pending litigation against a bidder with the Central/State Government department. | Self-declared Affidavit on Non-Judicial Stamp of value 100 INR to be submitted. |
| 2 | Agency Should be a proprietor / Partnership Firm/Company/MSME registered. | Self-certified copy of incorporation or Udyog Adhar. |
| 3 | Should have GST Registration | Self-certified copy of the certificate is to be submitted. |
| 4 | Should have PAN registration number. | Self-certified copy of PAN to be submitted |
| 5 | Must have a minimum average turnover of 50 lakh in the last 3 years i.e. FY 2010-21, 2021-22, 2022-23 | Copy of the Audit Report from authorized CA to be submitted |
| 6 | EMD Rs. 1,00,000/- | To be paid through Online |
| 7 | Tender Paper Cost Rs. 7,080/- | To be paid through Online |
| 8 | Profile of the organization. | Self-certified copy of the organization profile. |

(C) Terms and Conditions

1. The bidder should submit (self-attested) documentary proof in support of the above condition and shall also submit a clause by clause compliance certificate. The incomplete offers i.e. financial or technical bids for partial items instead of bidding for the whole list of requirement will be summarily rejected without any further correspondence.
2. The bidder must also submit an affidavit of assurance of no change in the quoted price for two-year.
3. Period of Contract- The tender for Supply, Installation, Commissioning & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years from the date of commissioning, for which an agreement with the successful bidder shall be signed.
4. Submissions of Bids- The bidder has to submit papers on-line with all required documents.
5. Evaluation of Bids
 - a. Tendering authority shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. Tendering authority shall carry out a detailed evaluation of the substantially responded bids. Tendering authority shall check the bid to determine whether they are complete, in all respect or not.
 - b. Arithmetical error shall be rectified on the following basis
 - i. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the bidder.
 - ii. In case of discrepancy between words and figures, the amount in words shall prevail.
 - c. If any bid is found substantially non-responsive shall be rejected by the evaluation committee.
 - d. Tendering Authority may waive any minor infirmly or non-conformity or irregularity in the bid which does not constitute a material /service deviation.
 - e. Tendering Authority shall evaluate in detail and compare the substantially responsive bids.
 - f. **The Financial bid will be opened only when a Bidder qualifies in the Technical Bid.**
 - g. The Shortlisted Agency quoting the lowest price bid shall be the preferred bidder.
 - h. The decision taken by the tender committee shall be final and binding to all participating bidders. It cannot be challenged in any court of law.
8. Termination of Default: Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.
 - a. If the agency fails to deliver any or all the services/goods within the time specified in the contract, or any extension thereof granted by Tendering Authority
 - b. If the agency fails to perform any other obligation (s) under the contract; and

- c. If the agency, in either of the above circumstances, does not remedy his failure within 15 days (or such longer period as the competent authority may authorize in writing) after receipt of the default notice from Tendering Authority.

10. Payment and release of the Funds:

- i. Contractor shall raise running bills for each location where work has been executed as per the following schedule:
 - a) 90% of the total amount due after successful completion, Installation & Commissioning of the plant.
 - b) 5% of the amount shall be released by the RMC after 2nd year of maintenance works done by the bidder and the balance 5% shall be released after 3rd year of maintenance work.
- ii. After the completion of the work the contractor is liable for three years of operations & maintenance of the Biomass Pellet Plant. (Total three years from the date of issuance of completion certificate from the concerned Department)
- iii. If the contractor fails to maintain the project in satisfactory manner then RMC is free to engage another agency to do the work at the risk and cost of the contractor.
- iv. RMC reserves the right to increase the O&M period with a proper notice. The payment required for O&M for extended period shall have to be decided by the RMC in consultation with the contractor.

Note: The bidder/contractor shall quote their rates for RMC for Biomass Pellet Plant inclusive of comprehensive maintenance for 2nd & 3rd year including all the required parts, consumables etc.

11. Custody of Materials

The contractor shall be responsible for safe custody of his/her/their materials at the work sites and RMC will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this Tender/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of RMC or of, any other agency/organization engaged/allowed by RMC, available/to be made available/going on/to be started, at or in Connection with the work, failing which RMC shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to RMC in required shape and manner or till, RMC takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till RMC

declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by RMC.

12. Supply of Materials

- a) The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest specifications and Codes of Practices or in their absence to other specifications as may be decided by RMC. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by RMC.
- b) RMC shall have absolute authority to test the quality of materials/Equipment at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. RMC shall have the right for removal from the work sites, of all specifications and in case of default, RMC shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

13. Statutory Approvals and clearances

The Contractor shall be liable to undertake all statutory clearances, NOC and approvals from the relevant Local/State/Central/Other statutory authorities for undertaking and executing the project. The Official fee for undertaking these clearances shall be paid / Reimbursed by the RMC; however, all Incidental expenses shall be borne by the contractor.

1. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:

- a) **Inspection:** RMC will have the right to inspect the work and can reject partly or fully such construction/installation if found defective in its opinion.
- b) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- c) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defense or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person.

- d) **Personal Safety Equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- e) **Precautions against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire

2. Black Listing

A contractor may be black listed for: -

- a) Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
- f) Submission of False/ fabricated/ forged documents for consideration of a tender.

In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

Scope Of work

The Scope of Work intends to define the work activities to be undertaken by the bidder. The Bidder is encouraged to use innovation when developing its proposal and propose revisions or alternatives that are considered beneficial to the project. Rourkela Municipal Corporation is seeking proposals for Supply, Installation, Commissioning & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years. Security of the Living Green Walls for contract period shall be the responsibility of the bidder. A unique high-density vertical garden/living green wall, at the certain identified locations, list given separately, will be developed in Rourkela under Rourkela Municipal Corporation. All the Components and sub-components shall be complied with the specified standards as per the indicative designs/ layouts provided by the selected contractor and approved by the RMC. The high-density vertical garden/green walls shall be suitable, safe & durable and to be designed to withstand climatic conditions of Rourkela.

At the location of Biomass Pellet Plant shall be made available through water connection and also arrange an electric connection by the bidder. However, if sufficient water is not available bidder has to make his own arrangement for extra water for which no extra payment will be made. The bidder has to bear the recurring cost of water and electricity during maintenance. After three years of maintenance period structure shall be handed over to Rourkela Municipal Corporation.

Note: The Contractor shall carry out installation at the locations provided in strict compliance with all applicable laws.

1. Contractor is required to first obtain Rourkela Municipal Corporation written approval on his proposed drawings and specifications of all plans. If, Rourkela Municipal Corporation is not satisfied and raises any objections, the contractor shall be required to appropriately amend/ modify his scheme plans within a reasonable time frame and seek RMC approval once again. The deputed engineers of RMC will have full and unfettered access to inspect and check the materials before and after installation. All instructions issued by them in this regard will be complied with in full and within time stipulated by the Engineer-in-Charge. No claim or compensation will be sought by the contractor on this account.
2. The Successful bidder/ Contractor shall be solely responsible and liable, at his own cost for all maintenance, upkeep and repairs of the Equipment and its entire components up to completion of the project period. The contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to completion of project.
3. The plant density of the proposed green walls cannot be less than 6 to 7 plants per square feet of green wall area (and not the area of the installed structure). The Bidder also has to install a Board of RMC, Rourkela at the site.

4. Specification and Layout/ Design of Vertical Garden

The Pellet machine is consist of Electric Motor, Gear Box, a transmission Shaft, a flat die, a roller, a feed hopper, a slicer, a discharge hopper, Electric control cabinet Etc.

1. Motor: Havells / Crompton make (with 30 HP/22 KW, 1440 RPM,3 Phase Motor)
2. Dia Size-8 mm to 10 mm
3. Control Panel: Havells make/Star & Delta Connection, Volt Meter & AM Meter Display, Over load protection, ON-OFF indicator
4. Relay: 25-32 Amp.
5. Moisture Meter
6. Grease Gun
7. Complete Tool Kit
8. Multi Meter
9. Hammer Cum Crusher Mill: (10 HP/1440 RPM/3 Phase Motor)
- 10.Mixture Machine: (5.5 HP/1440 RPM/3 Phase Motor)
- 11.Screw Conveyor: (2 HP Motor/3 Phase)

SPECIAL CONDITIONS OF THE CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between RMC & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind of force majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then RMC shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, RMC shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by RMC and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by RMC. **The employer (RMC) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/instructions associated with this work.**

4. The decision of RMC regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Municipal Commissioner, RMC is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor Rs. 10000/- (Rupees Ten Thousand only) per day for delay of the work not exceeding 10% of the total project cost.
5. RMC reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of RMC and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to RMC.
6. The actual date of completion of the work and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by RMC from time to time and the same shall be binding upon the contractor.
7. The EMD, & Security Deposit(s) (SD) retained by RMC from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
8. No interest will be paid by RMC on the EMD furnished by any bidder, on the Security deposit of the contractor and on the amount(s) to be withheld/deducted by RMC from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.
9. The quoted prices should be including of all applicable taxes, transportation, civil work, if any required, One No. of operator etc and excluding of GST.

No claim in this regard in any manner by the contractor or any organization/ entity shall be entertained/ accepted by Municipal Commissioner, Rourkela Municipal Corporation.

Annual Maintenance Contract

The bidder shall quote the year wise price for AMC, for next 3 years after 12 month's free Defect Liability Period. **These maintenance service charges will be considered while evaluating the tender.**

- This AMC will cover whole system including PLC in general and shall cover:
 - a) Servicing of all electrical & Mechanical Equipment install inside the Biomass Pellet Plant (such as Control panel, Moisture Motor, Greese Gun, Crusher Mill, Mixture Machine, Screw conveyer etc.)
 - b) Repairs/replacement of electrical spares, digital displays, Relay etc.
 - c) Servicing and yearly external painting of Chimney.
 - d) Monthly visits of Maintenance Engineer.
 - e) Providing labours for regular as well as breakdown maintenance.
 - f) Analysis of data logged in PLC system.
 - g) Other essential spares.
- Any numbers of breakdown calls shall be attended by the contractor within 24 hours. The delay of more than 24 hours in attending call will attract penalty of Rs.5,000/- per day.
- If Manufacturer specifies certain periodical shut down for maintenance, it should be specified in the data sheet provided. Maintenance activities should be carried out as per guidelines of manufacturer. However, this planned shutdown maintenance shall be intimated in advance.
- Record for the work carried out shall be maintained and produced along with the bill.
- The Contractor shall inspect all the system as per manufacturer Schedule and submit report identify & suggest repairs & rectification etc.
- In case the Contractor fails repeatedly to maintain the Biomass Pellet Plant as per the specification & Scope of work alternative arrangement at the prevailing rates will be done by RMC. In That Case expenses incurred including any penalty/supervision charges shall be recovered from the Contractor bills/Security deposit/EMD etc.
- The Contract is terminable by RMC if services rendered are unsatisfactory. Further action to blacklist to the contractor may be initiated.
- The Contractor has to provide One operator during the total period of contract.

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To,

The Commissioner
Rourkela Municipal Corporation
Udit Nagar, Rourkela-769012

Sub: "Request for Proposal (RFP) For Supply, Installation, Commissioning & O&M of 01 No. of Biomass Pellet Plant along with Defect Liability Period for 2 Years.

Dear Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of 90 days from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated thisDay of2022

Name of the Lead Member/Person

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

TECHNICAL BID FORM

(TO BE SUBMITTED SEPARATELY IN ENVELOPE – ‘A ‘)

| | | |
|----|--|-------------------|
| 1 | Name of Bidder | |
| 2 | Name of the proprietor/Partner | |
| 3 | Address of the firm | |
| 4 | Telephone/ Fax No. Email ID | |
| 5 | Pan Number (attached photocopy) | |
| 6 | Photo copy of GST Registration Certificate (attached photocopy) | |
| 7 | Average Annual Turnover during the last preceding three Financial Years of Rs. 30 lakhs in the form of C.A Certificate/ Audited Balance Sheet (attached photocopy) | |
| 8 | List of Similar Work Experience as per the Minimum Technical Eligibility (Copy to be attached) | |
| 11 | Details of Paper cost of Rs.7,080/- | To be paid online |
| 12 | Details of EMD of Rs. 1,00,000/- | To be paid online |

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. RMC may demand original documents for verification.

Date:

Place:

Authorized Signatory

Name _____

Designation _____

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o (name and address of residence) who is presently employed with us and holding the position of _____

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for Supply, Installation and Maintenance of high-density Vertical gardens at different locations in Rourkela Municipal Corporation Area with O&M period of three years (the “Project”) including 03 (three) year of Defect liability period, including signing and submission of all documents and providing information / responses to Rourkela Municipal Corporation representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Whereas the Rourkela Municipal Corporation has invited proposals from the bidders following RFP for Supply, Installation and Maintenance of high-density Vertical gardens at different locations in Rourkela Municipal Corporation Area with O&M period of three years.

Whereas, M/s, M/s

M/s, M/s

(the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s, M/s

and M/s (the respective names of the members along with address of their registered offices) do hereby designate M/s

.....(name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with Rourkela Municipal Corporation, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Rourkela Municipal Corporation.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this day of 2022. Executants(s)]

(To be executed by all the members in the Consortium and accepted by the Lead Member)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

FORMATS FOR JOINT DEED AGREEMENTS

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

FORM OF JOINT DEED AGREEMENT BETWEEN

M/s....., M/s.....,AND M/s.....

For Supply, Installation and Maintenance of high-density Vertical gardens at different locations in Rourkela Municipal Corporation Area with O&M period of three years (THE “PROJECT”)

THIS Joint Deed Agreement executed on this day of2022 between M/s. a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s. a Company incorporated under the laws of and having its Registered Office at(hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns) and M/s. a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into an Agreement (in case of award) to be hereinafter referred to as the Operation Agreement, against Bid Document No. (.....) for Design, Supply and Installation of Portable Prefab Modular Cafeteria Cottages under Rourkela Municipal Corporation (the “Project”) including 01 (One) year of Defect liability period and having its Registered Office at Uditnagar, Rourkela- 769012 (hereinafter called the “Authority”).

WHEREAS, the Authority had invited Proposal vide its RFP dated _____

AND WHEREAS the RFP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Authority wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do hereby mutually agree as follows:

1. In consideration of the Award of the Contract(s) by the RMC to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s), shall act as the

- Lead Member as defined in the RFP for self and agent for and on behalf of Partner-2 and Partner-3 (the names of the partners to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
 3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e. for both its own liability as well as the liability of other Members.
 4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
 5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the “issued equity share capital of the Project Company” (if such a company is to be established) is/shall be in the following proportion: (if applicable).

| Name | Percentage |
|-----------|------------|
| Partner 1 | _____ |
| Partner 2 | _____ |
| Total | 100% |

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Rourkela alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

- 11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance Guarantee in favour of Rourkela Municipal Corporation (RMC), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the RMC.
- 12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the RMC.
- 13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RFP and for the purposes of the Project.
- 14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of RMC.

This Joint Deed Agreement

- A. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- B. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- C. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of RMC.

IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s

(Partner 1)

1. Common Seal of M/s

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name

dated

Signature.....

Designation

For M/s

(Partner 2)

2. Common Seal of M/s

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name

dated

Signature

Designation.....

Format of Disclosure

[On the letter head of bidding Company/Each Member in a Bidding Consortium]
Disclosure

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

| Sl. No | Name of the Company | Relationship |
|--------|---------------------|--------------|
| | | |
| | | |

In case there is no such company in the column “name of the company” write “Nil”.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Signature of

Chief Executive Officer/ Managing Director

The above disclosure should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director Bidding Company or Member, in case of a Consortium.

Format for Affidavit for Non-criminality

(In case of Consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s nor any of our consortium partner namely M/s & M/s have abandoned any contract/ work of RMC or Govt. of Odisha and or blacklisted by any State/ Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by RMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the RMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the Lead Member / Sole Applicant)

ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of 2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be executed by lead member, in case of a Consortium