

RFP No.: 58/07/ADMIN/2024-ISA

Country: India
Issued on: 10/07/2024

Request For Proposal

**For Hiring of Agency for Interior Refurbishment of ISA Secretariat,
Gwal Pahari Office**



International Solar Alliance (ISA)
Secretariat, Surya Bhawan, NISE Campus,
Gwal Pahari, Gurugram, Haryana – 122003, India
Website: www.isolaralliance.org

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Section 1. Letter of Invitation

The International Solar Alliance (ISA) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference (BOQ)

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form (Not Applicable)
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to procurement@isolaralliance.org, indicating whether you intend to submit a Proposal or otherwise. You may send the Technical Proposal and the Financial Proposal files separately. The financial and technical proposal shall be encrypted with different passwords and clearly labelled. Any Amendments to the RFP will be notified on ISA Website. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

ISA looks forward to receiving your Proposal and thank you in advance for your interest in ISA procurement opportunities.

Issued by: Vishal Pratap

Title: Procurement Unit

Date: July 10, 2024

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. <i>Introduction</i>	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in Writing by ISA.</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by ISA. ISA is under no obligation to award a contract to any Bidder as a result of this RFP.</p>
2. <i>Fraud & Corruption, Gifts and Hospitality</i>	<p>2.1 ISA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of ISA vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation.</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to ISA staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, ISA (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a ISA contract.</p> <p>2.4 All Bidders must adhere to the ISA Supplier Code of Conduct, which may be found at https://isolaralliance.org/images/ISA%20Supplier%20Code%20of%20Conduct_14.4.2023.final%20version.pdf</p>
3. <i>Eligibility</i>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to ISA whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by ISA.</p>
4. <i>Conflict of Interests</i>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <p>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by ISA to provide services for the</p>

	<p>preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</p> <p>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</p> <p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of ISA.</p> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to ISA, and seek ISA's confirmation on whether or not such a conflict exists. The ISA shall have the discretion to disqualify or proceed with a bidder where there is a probable conflict of interest subject to further evaluation and review of various factors such as access to sensitive information which may confer unfair advantage as against other bidders. The decision on a probable conflict of interest shall be made in the best interest of the work of the ISA.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <p>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of ISA staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and</p> <p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to ISA's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
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PREPARATION OF PROPOSALS

<p>5. <i>General Considerations</i></p>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the ISA</p>
<p>6. <i>Cost of Preparation of Proposal</i></p>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. ISA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>

7. <i>Language</i>	7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and ISA, shall be Written in the language (s) specified in the BDS.
8. <i>Documents Comprising the Proposal</i>	8.1 The Proposal shall comprise of the following documents: c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal.
9. <i>Documents Establishing the Eligibility and Qualifications of the Bidder</i>	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to ISA’s satisfaction.
10. <i>Technical Proposal Format and Content</i>	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive. 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by ISA, and at no expense to ISA 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the ISA. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
11. <i>Financial Proposals</i>	11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. 11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. <i>Proposal Security</i>	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. 12.3 If the Proposal Security amount or its validity period is found to be less than

	<p>what is required by ISA, ISA shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by ISA, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after ISA has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that ISA may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
<p><i>13. Currencies</i></p>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> a) ISA will convert the currency quoted in the Proposal into the ISA preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and b) In the event that ISA selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, ISA shall reserve the right to award the contract in the currency of ISA's preference, using the conversion method specified above.
<p><i>14. Joint Venture, Consortium or Association</i></p>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between ISA and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of ISA.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and</p>

	<p>qualification assessment by ISA.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<i>15. Only One Proposal</i>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> h) they have at least one controlling partner, director or shareholder in common; or i) any one of them receive or have received any direct or indirect subsidy from the other/s; or j) they have the same legal representative for purposes of this RFP; or k) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; l) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or m) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
<i>16. Proposal Validity Period</i>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by ISA and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>

<p><i>17.Extension of Proposal Validity Period</i></p>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, ISA may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<p><i>18.Clarification of Proposal</i></p>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to an ISA staff member, ISA shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 ISA will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 ISA shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of ISA to extend the submission date of the Proposals, unless ISA deems that such an extension is justified and necessary.</p>
<p><i>19.Amendment of Proposals</i></p>	<p>19.1 At any time prior to the deadline of Proposal submission, ISA may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, ISA may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
<p><i>20.Alternative Proposals</i></p>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. ISA shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, ISA reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”</p>
<p><i>21.Pre-Bid Conference</i></p>	<p>21.1 When appropriate, a Bidder’s conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be sent to all the participants of the pre-bid conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP,</p>

unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.

SUBMISSION AND OPENING OF PROPOSALS

<p>22. Submission</p>	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the ISA General Contract Terms and Conditions. https://www.isolaralliance.org/images/ISA_GTB.pdf</p>
<p>Email Submission</p>	<p>22.4 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none">a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.c) The password for opening the Financial Proposal should be provided only upon request of ISA. ISA will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by ISA in the manner, and no later than the date and time, specified in the BDS. ISA shall only recognize the date and time that the bid was received by ISA</p> <p>23.2 ISA shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to ISA, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 Proposals requested to be withdrawn shall be returned unopened to the</p>

	Bidders, only for manual submissions. For online submissions, bids will be disregarded by ISA.
<i>25. Proposal Opening</i>	25.1 There is no public bid opening for RFPs. ISA shall open the Proposals in the presence of an ad-hoc committee formed by ISA, consisting of at least two (2) members.
EVALUATION OF PROPOSALS	
<i>26. Confidentiality</i>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence ISA in the examination, evaluation and comparison of the Proposals or contract award decisions may, at ISA's decision, result in the rejection of its Proposal and may be subject to the application of prevailing ISA vendor sanctions procedures.</p>
<i>27. Evaluation of Proposals</i>	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. ISA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> n) Preliminary Examination o) Minimum Eligibility and Qualification (if pre-qualification is not done) p) Evaluation of Technical Proposals q) Evaluation of Financial Proposals
<i>28. Preliminary Examination</i>	28.1 ISA shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. ISA reserves the right to reject any Proposal at this stage.
<i>29. Evaluation of Eligibility and Qualification</i>	<p>B. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>C. In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> i. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers. ii. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, iii. They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; iv. They are able to comply fully with ISA General Terms and Conditions of Contract;

- v. They do not have a consistent history of court/arbitral award decisions against the Bidder; and
- vi. They have a record of timely and satisfactory performance with their clients.
- vii. The consulting firm should provide credentials, through adequate references or documentation, their current local presence in the ISA focus regions. Past experience of working with ISA and/or with multilateral/international organizations will be an added advantage.

30. Evaluation of Technical and Financial Proposals

- 30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, ISA may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
- 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals submissions, ISA will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
- 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

Combined Score = (TP Rating) x (Weight of TP, e.g. 70%/100) + (FP Rating) x

(Weight of FP, e.g., 30%/100)

31. Due Diligence

- 31.1 ISA reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
- a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;
 - b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
 - d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;
 - e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
 - f) Other means that ISA may deem appropriate, at any stage within the selection process, prior to awarding the contract.

32. Clarification of Proposals

- 32.1 To assist in the examination, evaluation and comparison of Proposals, ISA may, at its discretion, ask any Bidder for a clarification of its Proposal.
- 32.2 ISA's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by ISA in the evaluation of the Proposals, in accordance with RFP.
- 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by ISA, shall not be considered during the review and evaluation of the Proposals.

33. Responsiveness of Proposal

- 33.1 ISA's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.
- 33.2 If a Proposal is not substantially responsive, it shall be rejected by ISA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

34. Nonconformities, Repairable Errors and Omissions

- 34.1 Provided that a Proposal is substantially responsive, ISA may waive any non-conformities or omissions in the Proposal that, in the opinion of ISA, do not constitute a material deviation.
- 34.2 ISA may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation

	<p>requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, ISA shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of ISA there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by ISA, its Proposal shall be rejected.</p>
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D. AWARD OF CONTRACT

<i>35. Right to Accept, Reject, Any or All Proposals</i>	35.1 ISA reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for ISA's action. ISA shall not be obliged to award the contract to the lowest priced offer.
<i>36. Award Criteria</i>	36.1 Prior to expiration of the proposal validity, ISA shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
<i>37. Right to Vary Requirements at the Time of Award</i>	37.1 At the time of award of Contract, ISA reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
<i>38. Contract Signature</i>	38.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to ISA. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, ISA may award the Contract to the Second Ranked Bidder or call for new Proposals.
<i>39. Performance Security</i>	39.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS. Within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by ISA shall be a condition for rendering the contract effective.

<p><i>40. Bank Guarantee for Advanced Payment</i></p>	<p>40.1 Except when the interests of ISA so require, it is ISA's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment.</p>
<p><i>41. Liquidated Damages</i></p>	<p>41.1 If specified in BDS, ISA shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
<p><i>42. Payment Provisions</i></p>	<p>42.1 Payment will be made only upon ISA's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in ISA with direct supervision of the Contractor. Payment will be affected by bank transfer in the currency of contract.</p>
<p><i>43. Other Provisions</i></p>	<p>43.1 ISA may withdraw the RFP at any time by providing written notice to the bidder in any case in which the mandate of ISA applicable to the performance of the Contract or the funding of ISA applicable to the RFP is curtailed or terminated, whether in whole or in part.</p> <p>43.2. The ISA is striving to achieve gender parity in all its activities. In this regard, female-owned organizations and/or teams with significant gender diversity are strongly encouraged to submit a proposal.</p> <p>43.3. The ISA recognizes the importance of valuing diversity and promoting inclusion in all our work programs and partnerships. The ISA strives to engage with organizations and/or teams that reflect its geographical representation and diversity.</p>

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will be conducted on request
5	10	Proposal Validity Period	90 days
6	14	Bid Security	NIL
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>a. Where the contractor fails to fulfill the performance of the deliverables in accordance with the specified timelines in the approved strategy document or</p> <p>b. Where there is non-satisfactory performance of the contract in line with the contract terms,</p> <p>the contractor shall be liable to pay ISA the liquidated damages of a daily charge of 3% (three percent) of the total contract sum, for each day of the daily occurrence, up to a maximum amount of 20% (twenty percent) of the contract sum; which surcharge is deductible from the vendor's outstanding invoices.</p> <p>Provided that ISA may the event of the contractor's default or failure to meet a timeline issue a Notice of Breach as a warning of</p>

			first instance; and in the second instance terminate the contract; and the invoice due shall be calculated on a pro-rata basis following the provision of this section.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	Indian Rupees
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in ISA: Procurement Unit E-mail: procurement@isolaralliance.org Address: International Solar Alliance, 3rd Floor, Surya Bhawan, NISE Campus, Gwal Pahari, Gurugram, Haryana - 122003, India
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email E-mail: procurement@isolaralliance.org
14	23	Deadline for Submission	July 31, 2024 - 11.00 PM (Indian Standard Time)
14	22	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Submission by email
15	22	Proposal Submission Address	E-mail: procurement@isolaralliance.org
16	22	Electronic submission (email) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal <u>must</u> not be provided to ISA until requested by ISA ▪ Max. File Size per transmission: 5 MB
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively The minimum technical score required to pass is 70%.

18		Expected date for commencement of Contract	August 30, 2024
19		Maximum expected duration of contract	Four Months
20		Defects Liability Period	12 Calendar Months
21	35	ISA will award the contract to:	One Proposer only
22	39	Type of Contract	Services contract
23	39	Performance Bank Guarantee	5% of the Project Value
24		Other Information Related to the RFP	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity. JV/Consortium/Sub-contract is allowed under this contract	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by ISA, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Previous Experience	Sl. No.	Criteria	Documents required	Form D: Qualification Form (Previous Relevant Experience)
	1.	The Applicant shall have completed at least 3 projects for civil works for Govt/Pvt	Work Order / Work Completion Certificates from	
	2	The Applicant shall have completed at least three projects of ₹ 50,00,000 or more	Provide copies of previous work orders.	
Financial Standing	Minimum average annual turnover of Eighty Lakh Rupees (₹) for the last 3 years. (Audited Annual Reports OR Balance Sheets or CA Certificate with CA's Registration Number/ Seal)			Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability			Form D: Qualification Form

Technical Proposal of Bidders who passes the minimum eligibility criteria will only be evaluated.

Technical Proposal Evaluation Criteria

Summary of Technical Proposal Evaluation Criteria		Points Obtainable
1.	Bidder's qualification, capacity and experience	600
2.	Proposed Methodology, Approach, and Implementation Plan	300
3.	Management Structure and Key Personnel	100
Total		1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Experience of executing 5 or more govt/pvt projects	100
1.2	Experience of executing 3 or more projects of fifty lac rupees or more	400
1.3	Vendor having office in Delhi/NCR	100
Total Section 1		600

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	The execution plan and design shared by the bidder	300
Total Section 2		300

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Vendor having office in Delhi/NCR	100
Total Section 3		100

Kindly provide against each point the reference page number where narration/proof of the response to each of the above point is provided in the bid.

Section 5. Terms of Reference

1. BACKGROUND

The International Solar Alliance (ISA) invites proposals from qualified contractors for the refurbishment and interior work at ISA's Secretariat located in the Surya Bhawan Building of NISE Campus, Gwal Pahari. The objective is to enhance the functionality and aesthetics of the office space to better serve our operations.

A. Scope of Work

The scope of work covered in this tender shall be as per the BOQ, specifications, drawings, instructions, orders issued to the vendor from time to time during the execution of work. The total area where the work needs to be undertaken is 20,000 ft approx. Address of the headquarters: 3rd and 4th Floor, Surya Bhawan, National Institute of Solar Energy (NISE) campus, Gwal Pahari, Faridabad – Gurugram Road, Gurugram – 122 003, (Haryana) [India]

B. Duration

The expected duration is 4 months subject to the completion of the deliverables.

C. Deliverables and Timelines

1. The Contract Period: The Contract period shall be reckoned from the seventh (7th) day of issue of Work Order. The completion of the contract shall be date of issue of completion certificate. The commencement date for Defect Liability Period is the completion of Contract period.

2. The Construction Period: The Construction Period shall be 04 Months from the commencement date. The completion date shall be the date of completion of the works at the end of the construction period including any extensions granted and taking care of snag list.

3. Defects Liability Period: The Defect Liability Period (Maintenance Period) shall be 12 calendar months starting from the date of issuance of the Completion Certificate. The Contractor shall promptly repair or rectify all Defects and deficiencies observed by the ISA Authorised Person during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by ISA Authorised Person, in this behalf, or within such reasonable period as may be determined by the ISA Authorised Person at the request of the Contractor. The scope of work during the Defects Liability Period includes regular maintenance of the constructed facility including painting/polish finishes and electrical fittings in good condition. The costs of making good all these defects shall be borne solely by the Contractor and deemed to be included in the rates quoted by Contractor. If the contractor does not rectify the defect or make good the deficiency, the work should be redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost. The amount shall be deducted from any monies due to the contractor or realization of any Bank guarantee.

D. General Terms and Conditions:

The Vendor for this engagement would be selected through a competitive bid process, the details of which are provided below:

1. MOBILIZATION OF MEN, MATERIALS AND MACHINERY: All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the

equipment, clearing the site etc. shall be deemed to be included in price quoted and no separate payment on account of such expenses shall be entertained. It shall be responsibility of the contractor to obtain the approval for any revision and / or modification desired by him from ISA before implementation. Also such revision and/or modifications if accepted /approved by the ISA shall be carried at no extra cost to ISA. All materials, once bought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the ISA.

2. The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in price of materials, labour, POL and overheads etc or any other statutory increase during the entire contract period.

3. No claim on account of any price variation / Escalation on whatsoever ground shall be entertained at any stage of works. All rate as per BOQ quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation price variation clause shall be applicable on this contract.
4. **Employment of Personnel:** The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personal of doubtful antecedents and any other nationality in any way is associated with the works. Contractor will need to submit an undertaking to this effect before start of works. ISA shall have full power and without giving any reason to the contractor, to immediately remove any representative , agent, servant and workmen or employee on account of misconduct negligence or incompetence or whose continued employment may in their opinion be undesirable. The contractor shall not be allowed any compensation on this account.
5. **TECHNICAL STAFF FOR WORK:** The contractor shall employ at his own cost the adequate number of technical and other staff during the execution of this work depending upon the requirement of work. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by ISA for discussion and to take instructions.
6. **WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT:** For carrying out work on Sunday and holidays or during night, the contractor will approach the ISA Authorised Person or his representative at least two days in advance and obtain his permission. The contractor shall have no claim on his account whatsoever. If work demand, the contractor shall make arrangement to carry out the work on Sundays, Holidays and in two, Three shifts with the approval of ISA Authorised Person at no extra cost to ISA.
7. **Rates to be Firm:** The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in price of materials, labour, POL and overheads etc or any other statutory increase during the entire contract period.
8. **NO IDLE CHARGES TOWARDS LABOUR OR P & M ETC:** No idle charges or compensation shall be paid for idling of the contractor's labour, staff or P&M etc. on any ground or due to any reason whatsoever. ISA will not entertain any claim in the respect.
9. **WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.:** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regard materials and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions issued in respect to the work assigned by the ISA Authorised Person. The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tool and plants including for measurement and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonable inferred from the contract. The contractors shall take full responsibility for adequacy, suitability and safety of all the works.

- 10. Schedule of Rates:** The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement / measurement at site.
- 11. Materials and Samples:** The materials / products used on the work shall be of approved make/ brands out of list of approved makes given in the tender document. The contractor shall submit samples/ specimens of approved makes of materials / products to the ISA Authorised Person for prior approval. In exceptional circumstances ISA Authorised Person may allow alternate equivalent makes / brands of products / materials at his sole discretion. The final choice of brand/ make shall remain with the ISA Authorised Person, whose decision in the matter shall be final and binding and nothing extra on this account shall be payable to the contractor.
- 12. Warranty:** The manufacturer warranty of all the items should be transferred to ISA as a part of the handover of the site.
- 13. Care of Works:** From the commencement to the completion of the works handing over to the ISA and contractor shall take full responsibility for the care thereof and all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works due to lack of precaution / negligence on part of contractor, the same shall be made good at his own cost.
- 14. Prohibition on Subletting:** The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of ISA and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any subcontractor, his agent, servants or workman as if they were the acts, the defaults or neglects of the contractor, his agent servants or workman provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause
- 15. Compensation for Delay and Remedies:** If the contractor fails to maintain the required progress in terms of relevant clause of contract, to complete the work and clear the site on or before the Completion date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Govt. on account of such breach, pay as agreed compensation the amount calculated at the rate stipulated below or such amount as the ISA Authorised Person (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every complete day /week (as applicable) that the progress work remains incomplete.
- 16. Defects Liability Period:** The contractor shall be responsible for the rectification of defects in the works for a period of 12 calendar months from the date of taking over of the works by the Owner / Client. Any defects discovered and brought to the notice of the contractor shall be attended to and rectified, by the contractor at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by ISA at the cost and expense of the contractor.

17. Precautions to avoid any nuisance to the neighbourhood / surrounding. All the necessary precautions will need to be taken during the implementation of the project (either during day or night), to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of proposed construction site. No complaint should arise by the neighborhood/ occupiers of other office in the building, during the development work by contractor or any of the persons directly or indirectly related to the site work. In case of any such conditions the contractor shall be fully responsible for the consequences & settlement
18. **Authenticity of Equipment:** The selected bidder shall certify that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Procurement Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Officer in that behalf under this contract or otherwise. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract
19. **Contractor Liable For Damage Done and For Imperfections:** If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or cultivated ground, contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work. If any imperfection becomes apparent while the work is in progress, or the contractor shall within a period specified by ISA after a Certificate, final or otherwise of its completion (given by the ISA Authorised Person or Tendering Authority), shall cause the same to be made good by other workmen and deduct the expense (of which the certificate of the ISA Authorised Person or Tendering Authority shall be final) from any sums may be then, or at any time, thereafter that may become due to the Contractor, or form his performance security, or the proceeds of sale thereof, or of a sufficient portion thereof.
20. **Withdrawal of Work from the Contractor:** If the Tendering Authority shall at any time and for any reasons, whatever, including inability to maintain pro rata progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the Contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The ISA Authorised Person or Tendering Authority may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor without prejudice to his rights. He shall also be competent to levy penalty for delay in progress. The recovery of excess cost shall be made good from next available 3 running bill or any other claim and shall not be deferred.

- 21. Protect Works:** The contractor shall arrange to protect, at his own cost, in an adequate manner all stone work and other works , requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection as required by the ISA Authorised Person or Tendering Authority, from time to time, any damage to the work, so protected no matter how it may be caused. Shall be made good by the Contractor free of cost. All template , forms, moulds, centering, false ceiling works and models, which in the opinion of the ISA Authorised Person or Tendering Authority, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.
- 22. Fair Wage Clause:** The contractor shall pay less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by the Government but the shall not be liable to pay anything extra.
- 23. Safety of Workers:** Ensuring safety of workers at time of construction shall be the responsibility of the bidder. ISA has no obligation or responsibility towards any individual in any such case or situations. The bidder must have and maintain valid and keep in force insurance policies accidents, public liability, professional indemnity, worker's compensation required by law. The bidder shall provide personal protective equipment like helmet, face shield, gloves, safety shoes, etc., of standard make acceptable, to all the employees at their cost.
- 24. FORCE MAJEURE:** Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the Extent such delay or failure of performance is caused by occurrences such as acts of God or the public enemy , expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (otherwise than among the contractors employees). Only extension of time shall be considered for Force Majeure conditions as accepted by ISA. No adjustment in contract price shall be allowed for reasons of force majeure.
- 25. Performance Bank Guarantee:** The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award, for a value equivalent to 5 % of the bid value. The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the delivery and Warranty period. In case the selected Bidder fails to submit performance Bank guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

- 26. Ethics:** ISA expects all operators, shortlisted bidder(s) to show highest ethical standards during the course of the assignment especially during on- groundwork. If any complaints/information regarding any incident of malpractices (bribery, seeking monetary or non-monetary favor/gifts) is brought to the notice, the shortlisted bidder(s) shall take the necessary action (to the extent of expulsion/removal) as per its organization rules and laws applicable at that time. ISA is absolved of any liability/claim arising out of any such above situations.
- 27. Insurance:** The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred. The goods will be delivered at the FOR destination in perfect condition.
- 28. Plant, Machinery & Job facility Area:** The contractor will have to make his own arrangement for storage of materials, plants, equipment's, machineries to be used in the execution of this work well in time after award of the contract, at his own cost. The land for facilitating the works shall be arranged by the contractor and maintained and re-instated after the implementation as per Environment mitigation norms. The contractor shall allow the ISA Authorized persons or any person authorized by the local authorities to access the site or any place where work in connection with the contract is being carried out or intended to be carried out or to any place where materials or plant are being manufactured / fabricated/ assembled for the works.
- 29. Penalty:** Penalty may be imposed on non-performance/ violation of any of the terms and conditions mentioned in this work order. The quantum of such penalty shall be as decided by the committee of officials (constituted by ISA). The following shall be the treatment in case of damages and delays:
- Any damage to the building or to any equipment which might result during the repair shall be repaired by the Contractor/ Service Provider.
 - If the job is not completed within the stipulated time penalty amount @ 1% (of the contract value) per day will be applicable on the contractor.

E. Payment Schedules

Specification	Deliverables	Payment Schedule
Advance Payment	Award of Work	10%
First Running Bill	On the deployment of workforce and material at site	10%
Second Running Bill	On Completion of 30% work as per the submitted timeline	30%
Third Running Bill	On Completion of 80% work as per the submitted timeline	30%
Fourth Running Bill	On completion of work	10%
Fifth Running Bill	Defect Liability Period (six months)	10%

Annexure- A: Bill of Quantities (BOQ)

BOQ Link: [BOQ - Gwal Pahadi Office, ISA HQ.xlsx](#)

Layout Design Link: [Office Design- Gwal Pahadi Office, ISA HQ.pdf](#)

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted. Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
▪ [Add other forms as necessary]	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been an ISA staff member within the last year, if said ISA staff member has or had prior professional dealings with our firm in his/her capacity as ISA staff member within the last three years of service with the ISA;
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the ISA or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the ISA and we *embrace the principles of the ISA Supplier Code of Conduct*.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the ISA.

We offer to provide services in conformity with the Bidding documents, including the ISA General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should ISA accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you an ISA vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a Written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person ISA may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable

- Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country
- Power of Attorney

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to ISA for the fulfillment of the provisions of the Contract.

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

FORM D: QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by ISA.

Project name & Country of	Client & Reference Contact Details	Contract Value	Period of activity and	Types of activities undertaken
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Assignment			status	

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

Please ensure that the information below is adapted in accordance with the technical evaluation criteria included in Section 4. The below sections correspond to the sample criteria included in this template RFP in Section 4]

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 Specific organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls.
- 1.3 Relevance of specialized knowledge and experience on similar engagements for fund-raising done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

- 2.6 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

NAME OF PERSONNEL	[INSERT]
POSITION FOR THIS ASSIGNMENT	[INSERT]
NATIONALITY	[INSERT]
LANGUAGE PROFICIENCY	[INSERT]

<p>EDUCATION/ QUALIFICATIONS</p> <hr/>	<p><i>[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]</i></p> <hr/> <p>[INSERT]</p>
<p>PROFESSIONAL CERTIFICATIONS</p> <hr/>	<p><i>[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]</i></p> <hr/> <ul style="list-style-type: none"> ▪ NAME OF INSTITUTION: [INSERT] ▪ DATE OF CERTIFICATION: [INSERT]

EMPLOYMENT
RECORD/
EXPERIENCE

[LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.]

[INSERT]

[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES]

REFERENCES	REFERENCE 1:
	[INSERT]
	REFERENCE 2:
	[INSERT]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM G: FINANCIAL PROPOSAL FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Table 1: Summary of Overall Prices

Specification	Cost (in ₹)
As per the BOQ*	
Taxes (if applicable)	
Total Amount of Financial Proposal	

* A detailed breakdown has to be submitted by each bidder.

The vendor may visit the site for inspection/evaluation purpose before submission of proposal.