



VOLUME-I

SECTION 2

INSTRUCTIONS TO BIDDERS



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INSTRUCTION TO BIDDERS (ITB)



1.0 GENERAL INSTRUCTIONS

- 1.1 The current document is the Tender Enquiry Document OR Request for Proposal, which is issued to all the potential Bidders, requesting a proposal for implementation of the Project on a fixed price basis except the price variation allowed for Installation of 2 X 0.5MLD Desalination plants. A Contractor would be selected through competitive bidding process for Execution and Comprehensive O&M for 3 years of the 2 X 0.5MLD Desalination plants package.
- 1.2 The Owner expects Bidders to confirm compliance to terms, conditions and specifications as specified in this TED at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this TED.
- 1.3 Before submitting the Bid, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 1.4 Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.
- 1.5 Bidders need to ensure that in the event the Contract is awarded to it, and during execution of the Contract, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 1.6 All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the TED document and must be delivered along with Bids.
- 1.7 The specification provided with this TED outlines the functional requirement. The Bidder must submit a Proposal based upon their own design, meeting the functional requirements.
- 1.8 Bidders shall deploy the latest state-of-the-art technology and must ensure that the goods supplied are new, unused and of most recent or current models and incorporate all recent improvements in design and materials for the implementation of the Project.
- 1.9 This 'Instructions to Bidders', in original, issued along with TED document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed TED document and without complying with the terms and conditions of TED shall be ignored.
- 1.10 Issuance of this TED does not construe that the Bidder has been short-listed or qualified.
- 1.11 The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).
- 1.12 The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the TED and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 1.13 In case of change in ownership of the Project, all the Agreements and Contracts signed with the Owner will stand true and valid with the new Owner of the Project.



- 1.14 Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 1.15 The entire site for the work shall be made available along with Lol.
- 1.16 Canvassing in connection with Tender is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable for rejection straight way.
- 1.17 All rates shall be quoted on the proper form i.e. price bid supplied as part of the Tender documents on e-tender portal by the Department.
- 1.18 The Bidder shall quote for 2 X 0.5MLD Desalination Plants as per the terms and conditions of this Tender and evaluation shall be done based on this quoted value. However, once bidding is completed and Successful Bidder is selected thereafter all the Technical and Commercial work including but not limited to design, engineering, supply, erection, testing, commissioning and taking over of Plant by Owner etc. shall be done.
- 1.19 The Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

2.0 PRE-QUALIFYING REQUIREMENTS (PQRS)/ ELIGIBILITY CONDITIONS

2.1 GENERAL

- i. The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.
- ii. Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).
- iii. The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as below.

2.2 TECHNICAL

- i. Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm, **any kind of JV or Consortium is not allowed.**
- ii. GIPCL/Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed , works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance of similar capacity and nature within scheduled timeline; (vii) customer feedback; (viii) banker's feedback; (ix) shall commissioned within last Five (5) years etc.



2.2.1 Technical Experience

- a. The Bidder must have a minimum of 5 (Five) years of experience in Design, Engineering, Supply, Installation, Testing and Commissioning of Desalination Plants. The bidder should satisfy any one of the conditions below to be eligible to participate in the Tender. The bidder shall, in the past 5 (Five) financial years preceding the Bidding Due Date, should have,
 - i. Commissioned 5 (Five) numbers of Desalination plant projects of the same capacity (1 MLD) or more capacity (MLD). Or;
 - ii. Commissioned 6 (Six) numbers of Desalination plant projects of 80% of the capacity of this Tender (1 MLD). Or;
 - iii. Commissioned Eight (8) numbers of Desalination plant projects of 60% the capacity of this Tender (1 MLD).

2.3 FINANCIAL

- (i) Minimum Average Annual Turnover (**MAAT**) of the **Bidder for last three (3) financial years shall be at least Rs. 10 Crores**
- (ii) The Net Worth of the Bidder during the last financial year should be positive.

Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).

The Bidder shall provide a copy of each of the annual audited reports to ascertain their turnover & net worth. A certificate from CA shall be submitted along with the bid certifying the turnover & net worth to meet the qualifying criteria.

- (iii) The Bidder shall submit an audited annual report of FYs 2022-23, 2023-24 and 2024-25.
- (iv) Bidder shall have Liquid Assets (LA) and/or evidence of access to or availability of credit facilities of not less than Rs. 2 Crores or equivalent for Desalination Plant Package.
- (v) GIPCL shall also consider past experience of Project execution and O&M by Bidder for GIPCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection on following criteria. GIPCL decision regarding the same shall be final & binding to the bidder.

2.4 OTHER CRITERIA FOR QUALIFICATION

- i. The Bid of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have valid Proof of Permanent EPF account no., ESI registration no. and valid GST no.
- ii. The Bidder should have valid licenses under The Contract Labor (Regulation & Abolition) Act, 1970 & The Contract Labor (P & R) (Gujarat) Rules 1972 and amendment from time to time & as specified in the Labor Engagement clause below and should give an undertaking that he will get himself registered within one month if work is allotted to him.
- iii. Deleted



➤ **Labour Engagement**

- The Contractor shall be responsible to provide all wages and allied benefits to its labors engaged for execution of the project work. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
 - Strict adherence of various applicable labor laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labor (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Contractor.
 - The contractor is encouraged to use local manpower as per the local statutory (labor) requirement, if any.
 - The successful Bidder shall obtain license under Contract Labor (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within One (1) month of the issue of Detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice and its EMD and/ or performance guarantee shall be forfeited.
- iv. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted from any Public Sector undertakings of Central Govt./ State Govt. /SEBs / Corporations/ GIPCL / GUVNL / GERMI / GETCO/ CEA/ PGCIL/ POSOCO etc.
- v. The experience list shall include only projects and O&M executed by Bidder himself as a turnkey contractor which shall include entire Engineering, Procurement, Supply & Installation and not as a sub-contractor. The list of projects executed shall clearly mention the name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.
- vi. The Bidder shall ensure that all the information, facts & figures, and data provided in the bid are accurate and correct. GIPCL reserves the right to confirm / verify any data or information through their own sources. GIPCL also may contact directly with the references given for the project and O&M executed and may also visit the site, manufacturing facilities & sub-vendors works etc., physically to ascertain capabilities of the applicant, if so, desire at their own cost. Bidders may have to facilitate GIPCL for any such visit. GIPCL may verify/request additional information after the bid submission to assess the Bidder's capability and performance to take the final decision for eligibility of the bidder for the project. Bidder shall furnish all such information to the satisfaction of GIPCL in time bound manner, failure to which may lead to rejection of the bid. GIPCL is in no way bound to clarify or reply on its decision and the same will be binding to the bidder.
- vii. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria.
- viii. The Bidder or its Proprietor / Partner(s) / Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. A self-attested Declaration certificate on the Letterhead of the Company shall be submitted.



- ix. GIPCL shall also take into account past experience of Project execution by Bidder for GIPCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection on following criteria. GIPCL decision regarding the same shall be final & binding to the bidder.
- x. **Bidder should not have executed any project(s) making inordinate delay beyond the scheduled completion period, solely attributable on bidder's part excluding any Force Majeure conditionalities, for the project of similar project in nature. Bidder shall submit undertaking for the same as part of Bid submission document.**
- xi. GIPCL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for GIPCL based on reasonable grounds/ reasons for such rejection/disqualification. GIPCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.
- xii. Bids submitted with Conditionalities, without "No Deviation" Form as stipulated in GIPCL Tender will not qualify for Techno Commercial eligibility and acceptance and further evaluation

The Bidder should meet all the above eligibility criteria as on the bid due date. The bids of only those bidders, who meet the Bidder's Eligibility Criteria, will be considered for further evaluation.

Notwithstanding anything stated above GIPCL reserves the right to verify all statements/ information submitted to confirm the Bidders claim on experience and to assess the Bidders capability and capacity to perform the contract should the circumstances warrant such an assessment in the overall interest of the project.

Further, notwithstanding the above, GIPCL reserves the right to accept or reject any BID and to annul the process of submission of BID and reject all or any BID, at any time without assigning any reason thereof. GIPCL shall not in any way be responsible or liable for any loss, damage or inconvenience caused to the bidders on account of the rejected bids. GIPCL shall be under no obligation to inform the respective bidder(s) of the rejection and / or ground for rejection.

2.5 QUALIFYING REQUIREMENT DATA

In respect of PQRS, Bidder to refer, details provided in **Appendix-26**. Bidders shall mandatorily fill in all the details with document evidence only for 2.1/2.2/2.3/2.4 as per **Appendix-26**.

3.0 LOCAL CONDITIONS

- 3.1 The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.
- 3.2 The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.



- 3.3 Failure to visit the Site or failure to study the TED shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the TED.
- 3.4 In no case the date of Time for Completion of the project shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline of Gujarat Industries Power Company Limited (GIPCL) under the Scheme.
- 3.5 The Bidder must conduct its own inspection of the Project Site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints. This applies in particular to the transportation of equipment to the Project site and the scope of site works. The Bidder shall also inspect the site and the access to site from the point of manufacture to make sure that its equipment is suitable for the available access and the site terrain.
- 3.6 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the TED.
 - b) received all relevant information requested from the Owner.
 - c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the TED or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.
 - d) satisfied with all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the Project in accordance with the TED and performance of all its obligations there under.
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the TED or ignorance of any of the matters referred to in the TED herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and
 - f) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.7 The Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TED or the Bidding Process, including any error or mistake therein or in any information or data given by the Company.

4.0 LOCAL REGULATORY FRAME WORK

- 4.1 It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.
- 4.2 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the TED shall be entertained by the Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.



5.0 CLARIFICATIONS TO TENDER DOCUMENT

A Bidder requiring any clarification of the Tender documents may notify GIPCL in writing or by facsimile or by e-mail to GIPCL's contact as mentioned below:

Shri R M Paliwal
Additional General Manager (RE Projects)
1st Floor, Pramukh Square Complex,
Opposite Regenta Resort, Airport Ring Road,
Bhuj, Dist.: Kuchchh - 370 001.
Ph: 90990 45741
Email: rmpaliwal@gipcl.com, repark@gipcl.com

6.0 AMENDMENTS TO TENDER DOCUMENT

- 6.1 GIPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.
- 6.2 The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.
- 6.3 In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, GIPCL at its discretion, may extend the deadline for the submission of Bids.
- 6.4 Bidders are advised to seek technical & commercial clarifications prior to Bid submission stage. GIPCL will issue necessary replies / amendments, if necessary. Bidders are requested not to take any technical and commercial deviations. Bidders shall also submit No Deviation Declaration in their Bids. Any Bid which contains deviations shall be liable for rejection.

7.0 ACCEPTANCE OF BIDS

- 7.1 GIPCL neither binds itself either to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on GIPCL to disclose any analysis report.

8.0 WITHDRAWAL OF INVITATION TO BID

- 8.1 While GIPCL has floated this Tender and has requested Bidders to submit their proposals, GIPCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

9.0 REPRESENTATIVE/ AGENT OF BIDDER

- 9.1 All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, GIPCL shall not accept any responsibility.

10.0 FINANCIAL PROPOSAL AND CURRENCIES

- 10.1 The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes in the e- tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.



11.0 BANK GUARANTEES & EMD

- 11.1 EMD shall be in the form of Bank Guarantee/Demand Draft/Online Payment as per procedure given in Appendix-22.
- 11.2 The validity of EMD shall be as mentioned in NIT.
- 11.3 The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of GIPCL desiring to award the work to the said Bidder. GIPCL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Intent and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.
- 11.4 The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOI along with the submission of Security Deposit by successful Bidder.
- The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be returned after submission of the Performance Bank Guarantee.
 - EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.
- 11.5 The EMD shall be forfeited and appropriated by GIPCL as per the discretion of GIPCL as genuine, pre-estimated compensation and damages payable to GIPCL for, inter alia, time, cost and effort of GIPCL without prejudice to any other right or remedy that may be available to GIPCL hereunder or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;
 - b) In the case of Successful Bidder,
 - i. Failing to furnish within 30 days the Security Deposit cum Performance Bank Guarantee
 - ii. Failing to sign the Contract Agreement within 30 days from the date of issue of LOI.
- 11.6 The Successful Bidder shall furnish the following Bank Guarantees:
- i) Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 16 (B). Refer Vol-I, Section-4, GCC, Clause 9.0 for PBG details.
 - ii) In addition to Security deposit cum Performance Bank Guarantee, bidder shall submit the Performance Bank Guarantee for Comprehensive Operation & Maintenance price., Refer Vol-I, Section-4, GCC, Clause 9.0 & Vol-I, Section-5, SCC, Clause 39.0 for PBG validity and date of commencement of Comprehensive Operation & Maintenance.

12.0 PROJECT MANAGEMENT CONSULTANT AND THIRD PARTY INSPECTION AGENCY

- 12.1 A Project Management Consultancy (PMC) or Third-Party Inspection agency (TPI) may be appointed by GIPCL, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, hook-up, quality, execution, and commissioning, during the span of the Project. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection by National or State agency.



13.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 13.1 Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 13.2 The Owner reserves the right to reject any Bid and appropriate the EMD if:
- a) After reviewing the Bid there is doubt that the offered works, materials or equipment are not state of the art and/ or not suitable for the site operating conditions.
 - b) at any time, a material misrepresentation is made or uncovered, or
 - c) The Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.
- 13.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:
- a) select the next Bidder with the Lowest EPC Contract Price as the Successful Bidder.
<or>
 - b) Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
- 13.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the Lol or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the Lol or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Contractor, without the Owner being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.
- 13.5 The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.