



VOLUME-I

SECTION 3.0

SUBMISSION OF BID



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SECTION 3

SUBMISSION OF BID

1.0 GENERAL TERMS

- 1.1 Notwithstanding anything to the contrary contained in this TED, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 1.2 The Bid should be furnished in the formats mentioned in the TED document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.
- 1.3 The Bidder shall submit a power of attorney as per the format at "Appendix 10: Format of Power of Attorney as Authorized Signatory" authorizing the signatory of the Bidder to commit to the Bid or as per their Company's format.
- 1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 1.5 The TED documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid, or any information provided along therewith.
- 1.6 The Bidder shall submit PF code number allotted by Regional PF Commissioner. Failure to do so is likely to result in the offer being rejected.
- 1.7 Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL's Tender terms and conditions including but not limited to Scope of Works.

2.0 FORMAT AND SIGNING OF BID

- 2.1 The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

3.0 SEALING AND MARKING OF BID

- 3.1 The Bid of the Bidder shall be contained in one (1) single "Main" Envelope.
- 3.2 The Main Envelope shall contain two (2) Envelopes as follows:



1. “Original” Envelope;

2. “Pen Drive” Envelope.

3.3 The “Original,” Envelopes shall contain the following Envelopes:

- a) Cover-I: Signed Copy of the Tender Document(s)
- b) Cover-II: Enclosures of the Bid
- c) Cover-III: Proof of EMD; and Tender Fee
- d) Cover-IV: Financial Proposal unpriced duly signed and stamped

3.4 The “**Pen Drive**” Envelope shall contain one (1) no. of **Pen Drive** containing the following folders with the same information submitted in the Original Envelope:

- a) Cover-I: Signed Copy of the Tender Document(s)
- b) Cover-II: Enclosures of the Bid
- c) Cover-III: Proof of EMD and Tender Fee
- d) Cover-IV: Financial Proposal unpriced and duly signed and stamped

3.5 All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the “Original” Envelope.

3.6 All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the **Pen Drive** in an appropriately organized manner as in the physical copies, and enclosed in the “**Pen Drive**” Envelope.

3.7 **IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE PEN DRIVE.**

3.8 Envelopes shall be clearly marked as “Original,” and “**Pen Drive**”.

3.9 The content of documents uploaded on e-Procurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on e-Procurement portal shall stay valid.

4.0 ENCLOSURES OF THE BID

4.1 Cover-I shall be duly marked as “Signed copy of the Tender Document(s)” and shall include the duly signed and sealed Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by GIPCL as per the provisions in this Tender.

4.2 The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in Cover-II and marked as “Enclosures of the Bid”. These documents shall include:

- a) The Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter.
- b) Details of the Bidder as per format prescribed in Appendix 2: Details of Bidder.
- c) Attested copy of GST Registration Certificate of Bidder.
- d) Attested copy of PAN Card for Bidder.



- e) Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder.
- f) Attested copy of Provident Fund Code and ESI Registration No. of Bidder.
- g) Details of similar Technical Experience as per format prescribed in Appendix 3
- h) Project execution plan as mentioned in Appendix 4: Format for Project Execution Plan.
- i) Details of qualified technical staff as per format prescribed in Appendix 5
- j) Declaration of Compliance as per format prescribed in Appendix 6
- k) Self-certification and Declaration as per format prescribed in Appendix 7
- l) No Deviation Certificate as per format prescribed in Appendix 8
- m) Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 9.
- n) Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 10
- o) Format of Summary of audited financial statements as per format prescribed in Appendix 11.
- p) Format for availability of unutilized Line of Credit as per format prescribed in Appendix 12.
- q) (If applicable) Authorization of use of financial capability by Parent Company as per format prescribed in Appendix 13: Format of Authorization by Parent Company with the necessary financial statements and summary required from the Bidder.
- r) Format for Undertaking as per format prescribed in Appendix 19
- s) Format of declaration of eligibility as per format prescribed in Appendix 20
- t) Format for Confidentiality undertaking as per format prescribed in Appendix 21
- u) Form of declaration on procurement form Sub-vendor / OEMs as per Appendix-24
- v) Scope of Insurance complying to Appendix-25 – Insurance requirements
- w) Format for Qualifying Requirement Data as per Appendix-26
- x) **'Deleted'**.
- y) Form of Deed of Joint Undertaking to be executed by the bidder / contractor along with RO System manufacturer who has been associated for sourcing of RO equipment as per Appendix-27B
- z) Form of Declaration of the Contract Labor (regulation and abolition) Act 1970 & the Contract Labor (P&R) Gujarat rules 1972 and amendments from time to time as per Appendix-28
- aa) "Deleted"
- bb) Form of Declaration of Non-conviction by Court of Law as per Appendix-30



cc) Filled & Signed copy of Section-3.0, Vol.-II "TECHNICAL DATA SHEETS & SCHEDULES".

dd) "Deleted"

ee) e-Auction User-ID of the Bidder

- 4.3 Cover-III shall be duly marked as "copy of Proof of EMD and Tender Fee" and shall contain the copy of proof of Tender Fee and EMD.
- 4.4 Cover-IV shall be duly marked as "Financial Proposal unpriced duly signed and stamped" and shall contain the Financial Proposal (unpriced duly signed and stamped) as per the format prescribed in Appendix 14: Format of Financial Proposal.
- 4.5 All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory.
- 4.6 All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

Outer Envelope

"Tender Bid Document' for Design, Engineering, Supply, Installation, Testing and Commissioning and Comprehensive O&M of 2 X 0.5MLD Desalination Plants at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL) 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL)".

Cover-I shall bear the following identification:

"Cover-I: Signed RFP Document for Design, Engineering, Supply, Installation, Testing and Commissioning and Comprehensive O&M of 2 X 0.5MLD Desalination Plants at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL) at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL)".

Cover -II shall bear the following identification:

"Cover-II: Enclosures of the Bid for Design, Engineering, Supply, Installation, Testing and Commissioning and Comprehensive O&M of 2 X 0.5MLD Desalination Plants at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL) 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL)".

Cover -III shall bear the following identification:

"Cover-III: EMD and Tender fees of the Bid for Design, Engineering, Supply, Installation, Testing and Commissioning and Comprehensive O&M of 2 X 0.5MLD Desalination Plants at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL)".



Cover -IV shall bear the following identification:

“Cover-IV: Financial Proposal (unpriced but duly signed and stamped) for the Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Comprehensive O&M of 2 X 0.5MLD Desalination Plants at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL)”.

4.7 Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each envelope.

4.8 Each of the envelopes shall be addressed to:

ATTN:
Shri R M Paliwal
Additional General Manager (RE Projects)
Gujarat Industries Power Company Limited
1st Floor, Pramukh Square Complex,
Opposite Regenta Resort, Airport Ring Road,
Bhuj, Dist: Kutch - 370 001.
Email: rmpaliwal@gipcl.com

4.9 If the envelopes are not sealed and marked as instructed above, the Company assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

4.10 Bids submitted by fax, courier or e-mail shall not be entertained and shall be rejected.

5.0 BID DUE DATE

5.1 Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.

5.2 GIPCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/ Addendum for all Bidders.

6.0 LATE BIDS

6.1 Bids received by the Owner after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/opening of the Bid.

7.0 CONFIDENTIALITY

7.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Company in relation to or matters arising out of or concerning the bidding process. The Company will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Company may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Company.

8.0 CORRESPONDENCE WITH THE BIDDER

8.1 The Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.



9.0 BID OPENING AND EVALUATION

- 9.1 The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this TED.
- 9.2 To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 9.3 After the receipt of Bids, the Owner may at its discretion send a team of engineers if necessary to inspect the engineering facilities, to ensure suitability and satisfactory working conditions at the Bidder's works/yards(s) and equipment listed to be used by the Bidder for the work. The Bidder shall ensure that the aforesaid team shall at all the times have access to visit and inspect works, equipment etc.

10.0 TESTS OF RESPONSIVENESS

- 10.1 Prior to evaluation of Bids, the Owner shall determine whether each Bid is responsive to the requirements of the RFP/TED. A Bid shall be considered responsive only if:
- i) it is received in the manner prescribed in this TED/ RFP.
 - ii) it is accompanied by the requisite Tender Fee and EMD;
 - iii) it is received with all the Enclosures of the Bid as prescribed in this TED/ RFP.
 - iv) its Enclosures are received as per the formats specified in Appendices as well as the Tender;
 - v) it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
 - vi) it complies with all the terms, conditions and provisions specified in this Tender; and
 - vii) it does not contain any conditions or deviations
- 10.2 The Owner reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Owner in respect of such Bid.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 In case any clarifications are sought by the Owner after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.
- 11.2 No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

12.0 EVALUATION OF BID AND SELECTION OF BIDDER

- 12.1 Bidder shall refer the details given in Appendix-23 for Evaluation of Bid and Selection of Bidder.

13.0 CONTACTS DURING BID EVALUATION

- 13.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner makes official intimation of award/ rejection to the Bidders. While the



Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

14.0 EMPLOYMENT OF OFFICIALS/ EX-OFFICIAL OF THE OWNER

- 14.1 Bidders are advised not to employ serving the Owner. It is also advised not to employ ex-personnel of the Owner within the initial two years period after their retirement/ resignation/severance from the service without specific permission of the Owner. The Owner may decide not to deal with such firm(s) who fails to comply with the above advice.

15.0 DECLARATION ON BIDDER'S RELATION TO DIRECTORS

- 15.1 The Bidders are required to certify in prescribed format Appendix 9: Declaration on Bidder's Relation to Directors, whether he/they is/are related to any of the Directors/Senior Personnel of the Company in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

16.0 LETTER OF INTENT ("LOI") AND NOTIFICATION TO PROCEED

- 16.1 After selection of the Successful Bidder, a Letter of Intent (the "LoI") shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.
- 16.2 On issue of the LoI by the Company, Authorized representative of the Successful Bidder shall sign the Contract Agreement within 30 (thirty) days and submit the Bank Guarantee within the stipulated time.

17.0 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

- 17.1 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.
- 17.2 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.
- 17.3 The bank guarantee by the Contractor will be given from bank specified in Appendix 15: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.
- 17.4 The PBG shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Contractor either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Contractor.
- 17.5 The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non- performance and / or partial performance of any of the conditions of the contract and / or non-performance of guaranteed obligations.



18.0 FRAUDULENT PRACTICES

- 18.1 The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.
- 18.2 Any effort by a Bidder to influence the Owner on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.