Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

BIDDING DOCUMENT

For

Selection of Vendor for the Procurement of Cast Iron Receivers.

Tender Number: 91086917, Dated: 17.01.2015

(Single Envelop Bid system for schedule of Procurement)

Particulars	Description
Purpose of Tender	Procurement of "Cast Iron receiver" as per the given specification & quantity
Tender Reference Number	91086917
Date of tender notification/Advertisement	17/01/2015
Last date to submit the pre-bid queries by the interested bidders	26/01/2015
Last date to provide clarification to the queries. **All the queries will be answered in the form of (Frequently asked question) FAQ and will be uploaded on the website www.tendernews.com**	27/01/2015
Last Date and time for submission of bids.	04/02.2015 ; 1730 Hrs (5:30 pm)

Particulars	Description
Mode of Submission	Technical and Financial bids to be submitted in sealed envelope as per the given instructions in Section 2.6
Validity of Bids/ Offered Price	30 days from the last date of submission of bids ***(04/02/2015)*** The quoted price shall be firm in all respect till the completion period as per Section 3.2
Earnest Money Deposit	EMD to be submitted in form of Bank Guarantee/Banker's Cheque/Demand draft from any nationalised Bank in favour of GIZ GmbH and payable at New Delhi. ***For details refer clause 2.4***
Security Deposit	Successful bidder to submit 10% of the total contract value in form of Bank Guarantee/Banker's Cheque/Demand draft from any nationalised Bank in favour of GIZ GmbH and payable at New Delhi
Location of Site	"India One" solar thermal power project, Shantivan Campus, Taleti 307510- Abu Road, Rajasthan.
Address for Bid Submission	The Head of Procurement GIZ Office, First Floor B-5/1, Safdarjung Enclave New Delhi – 110 029

Dear Sir/ Madam

Sealed and separate bids are invited on or before last date for submission of bids from eligible vendors/manufacturers for the supply of structural steel for constructing solar thermal power plant.

We are pleased to send the following documents for your reference:

1) Scope of work
2) Tender and bidding conditions
3) Covering Letter from Bidder- Annexure “1”
4) Declaration by bidder- Annexure “2”
5) Material list with Technical Specifications – Annexure “3”
6) Technical Bid - Annexure “4”
7) Financial Bid (Submission of Price) - Annexure “5”
8) Bank Guarantee Proforma
9) General Terms and Conditions

We look forward to receiving your offers.

With best regards,

Procurement Department
GIZ Office, New Delhi

Checklist of the documents (to be submitted along with the bid)

S No	Category Name	Relevant Document
1.	Covering Letter	As per Annexure –1
2.	Declaration	As per Annexure – 2
3.	BIS, Manufacturing License, Dealership	Following documents to be submitted along with Technical bid i. BIS/IS registration of manufacturer ii. Manufacturing license or registration certificate of manufacturer iii. Trade license of bidder iv. Valid dealership or distributorship certificate of bidder, if applicable v. Certificate establishing direct agreement of distributor with manufacturer(s)
4.	Tax related document (as required)	Following documents to be submitted along with Technical bid i. VAT Registration Certificate ii. Sales Tax Clearance Certificate (if applicable) iii. Excise duty clearance certificate (if applicable) iv. Excise duty exemption certificate (if applicable) v. PAN Card vi. Tax Identification Number vii. Service Tax Registration (if applicable)
5.	Experience/Manufacturing Capacity	Following documents to be submitted along with Technical bid i. Authentic document to support experience in supplying/manufacturing material during last five (5) financial years ii. Proof of production capacity iii. Proof of annual turnover in last 3 financial years iv. Copy of purchase order for maximum value of work undertaken as per Clause 2.1.5 of the bid.
6.	Earnest Money Deposit	Following documents to be submitted along with Technical bid i. Form – Banker's Cheque/Demand Draft/Bank Guarantee ii. Amount of Earnest Money Deposit iii. Instrument Number and Details of Bank
7.	Technical Bid & Financial Bid	As per Annexure 4, Annexure 5 and EMD

1. Scope of Work

The work includes the manufacturing/fabrication, supply and delivery of material as elaborated under Annexure 3 of the bid document at the project site "India One" solar thermal power project, Shantivan Campus, Taleti 307510 - Abu Road, Mount Abu, Rajasthan.

1.1. The bidder procures/manufacturers/fabricates the material as per the technical specifications and quantities as elaborated in Annexure 3.

1.2. The bidder shall furnish the relevant testing reports/ certificates as per the technical details given at Annexure 3.

1.3. The bidder shall communicate to the designated officer of GIZ, the probable date for inspection of material at least one week in advance, without affecting work-in-progress.

1.4. During inspection of the material by GIZ or by the agency appointed by GIZ, for the case any discrepancy is found with respect to quality as described in the Annexure 3, the entire lot of material is liable to be rejected.

1.5. The bidder shall arrange to deliver the material at the site on confirmation from GIZ. Here ‘delivery’ means receipt of material at the project site of “India One”. The delivery process includes the following tasks and all cost including labour associated to satisfactory performance of such tasks, on the part of the bidder:

1.5.1. Before loading the truck/carriage shall be weighted and weighing slip generated. The trucks/carriage shall again be weighed after loading of materials. The weighing slips so generated shall be brought along for verification at unloading.

1.5.2. A delivery challan should be attached to the weighing slips clearly indicating the number of pieces/receiver on each truck.

1.5.3. Loading of the materials in trucks/carriages along with arranging all the relevant in-transit documents not limited to road permits, receipts of excise duty, CST, VAT, all other relevant taxes and levies. At this time, bidder informs to GIZ the anticipated date and time of delivery of the material at the project site.

1.5.4. The bidder shall be solely responsible for the material in- transit including insurance costs towards the material and the man power. Any legal

interference of Police/Sales tax/Income tax/Transport/any other Government agencies shall be resolved by the bidder. The transportation delay/non availability of trucks/trailer/carriage etc. shall not be considered by the GIZ as reason of delay to supply and no compromise towards delivery schedule shall be granted. However, GIZ may consider delay in delivery schedule if bidder justifies the reasons for delay beyond its control.

1.5.5. The truck/carriage loaded with the material shall report to the project site

1.5.6. GIZ shall arrange unloading of the material at agreed upon time and location at the project site.

1.6. GIZ shall acknowledge the receipt of material after due satisfaction with regard to material and quantity. A copy of such acknowledgment shall be submitted by the bidder for the invoice.

2. Tender And Bidding Conditions

2.1 Eligibility Criteria: The Bidder shall provide sufficient evidence to support the following criteria.

2.1.1 The bidder should be manufacturer and/or supplier and/or dealer in the field of metal casting for last five (5) years.

2.1.2 Bidder should possess the casting capacity of not less than 2.5 metric Ton per piece.

2.1.3 Bidder should clearly define his available production capacity as per the prescribed format given at Annexure “4”.

2.1.4 The bidder individually should have the turnover as per the details given below :

Quantity Offered	Minimum Turn Over in last Three (3) financial year
50-100	₹ 1.5 crore per annum
200-400	₹ 3 crore per annum
500-750	₹ 5 crore per annum

2.1.5 Supplier should provide the copy of purchase order for the maximum order value under taken during the last three years.

2.1.6 It should possess the documents showing registration, VAT, Tax identification number (TIN), Central Sales Tax No. and Income Tax PAN No. Self-attested copy of each document should be furnished by the bidder.

2.1.7 It should possess sufficient logistical support for supply of material to the site.

2.1.8 **Validity of Bids:**

2.1.8.1 The bids shall be valid for a term of 30 days from the last date of submission of bids. The bids not accepting the term of validity shall be liable for rejection. The quoted price shall be firm in all respect till the completion period as per Section 3.2

2.1.8.2 In exceptional circumstances, GIZ may solicit the bidder's consent for an extension of the period of validity, without any change in the quoted price. The request and the responses thereto shall be made in writing.

2.2 Preparation of Bids

2.2.1 The bidders are requested to independently examine the eligibility criteria, terms & conditions and specifications given in the tender. Failure to furnish all or any of the required information will be at the bidder's risk and may result in the rejection of their bid

2.2.2 The bids and submission of related document shall be submitted in English language. All correspondence between the bidder and GIZ Shall also be in English language only.

2.2.3 The financial bids shall be submitted in Indian Rupees only in a prescribed format.

2.2.4 The bid should be submitted with proper binding of documents with no loose paper.

2.2.5 Each page of the bids must be signed and numbered in indelible ink by the authorized representative of the company/firm.

2.2.6 It should be signed with full name and full address should be provided along with contact details (Mobile number, Email)

2.2.7 In case the bid is submitted by an authorized person, the letter of authorization should be submitted along with the Technical bid.

2.2.8 Any alteration or corrections shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid. The bids should be free from overwriting.

2.3 Clarification to the bidder(s)

2.3.1 An Interested bidder requiring any clarification in the tender may send the query through email only at gtzproc@giz.de

2.3.2 Please refrain from personal/telephonic/telefax contact on the subject of this tender.

2.3.3 No cost for submitting the bids will be reimbursed by GIZ.

2.4 Earnest Money Deposit (EMD)

2.4.1 Each bidder shall submit earnest money deposit in the form of Demand Draft/ Banker's Cheque or bank guarantee from any nationalised bank in favour of GIZ GmbH and payable at New Delhi as per the details given below :

Quantity Offered	EMD Amount to be deposited
50-200	₹ 3,00,000 (Three Lakh)
300-500	₹ 5,00,000 (Five Lakh)
600-750	₹ 7,00,000 (Seven Lakh)

2.4.2 The EMD should be valid for a term of 60 days from the last date of submission of bids.

2.4.3 Bids not accompanied by the EMD for the notified amount in the form prescribed shall be summarily rejected.

2.4.4 The Earnest Money Deposit of unsuccessful bidders shall be returned within fifteen (15) days after the award of contract to the successful bidder.

2.4.5 No interest shall be paid by GIZ on the amount of Earnest Money Deposit.

2.4.6 The Earnest money deposit of the successful bidder shall be returned after entering into a contract for supply of material as elaborated under Annexure "3" of this tender. At this time, the bidder shall submit security deposit (SD).

2.4.7 The Earnest Money Deposit (EMD) shall be forfeited if ,

2.4.7.1 Any bidder withdraws its bid during the indicated bid validity period.

2.4.7.2 Successful bidder fails to sign the Purchase Order with GIZ for supply of material within stipulate time period.

2.5 Payment of Security Deposit (SD)

2.5.1 The successful bidder shall submit 10% of the total contract value towards security deposit in form of Bank Guarantee/Banker's Cheque/Demand draft from any nationalised Bank in favor of GIZ GmbH and payable at New Delhi

2.5.2 The security deposit should be valid for a term of 365 days from the date of submission of security deposit.

2.5.3 The security deposit of successful bidder shall be released within 60 days after successful completion of the contract.

2.5.4 No Interest shall be paid by GIZ on the amount of security deposit submitted to GIZ.

2.6 Submission of Bids : Single Envelop system will be followed

2.6.1 One bidder can submit one bid only. No consortia are allowed.

2.6.2 The bids shall be complete in all respect and the bidder shall submit all the relevant documents as described under this tender. GIZ may solicit in writing for more information from the bidders, if required.

2.6.3 The bids shall be furnished in the following manner:

2.6.3.1 One small size envelope for the earnest money deposit. This envelope shall be super scribed as "Earnest Money Deposit" Against Tender Number 91086917

2.6.3.2 One medium size envelope for "Technical Bid" and "Financial Bid" this must be super scribed as "Technical & Financial Bid against Tender Number 91086917

2.6.3.3 One big size envelope containing all the aforementioned envelopes which must be super scribed as "Bid Offer Against Tender Number 91086917" and shall be submitted to:

The Head of Procurement,
GIZ Office, First Floor, B-5/1,
Safdarjung Enclave, New Delhi – 110 029

2.6.4 The bids received after due Date and Time or in unsealed or incomplete shape or bids submitted by Fax or by Electronic Mail will be summarily rejected.

2.6.5 The bids should reach to the office of GIZ at aforementioned address on or before the closing date **04/02/2015**. The closing time of the tender will be 5:30 pm of the corresponding closing date. GIZ will not be liable or responsible for Postal/ Courier delay, if any.

2.6.6 A Bid once submitted shall not be permitted to be altered or amended.

2.6.7 **Details to be furnished by the Bidder.**

I. EMD as per clause 2.4
II. Specification for supply of Receivers as per Annexure "3"
III. Required documents as per Technical Bid- Annexure "4"
IV. Price bid as per the format given in Annexure "5"
V. The price quoted should be inclusive of excise duty, surcharge, Octroi, VAT, Freight, transit insurance, loading, and any such other levies/ taxes that may be applicable by appropriate authority towards delivery of material to the project site specified in the scope of work of this tender document
VI. GIZ do not have a TIN Number and will not be able to provide any statutory forms (road permit, etc.) at any point of time, and if required the same has to be obtained by the bidder from the respective Government department and/or appropriate authority.
VII. If no mention is made regarding taxes in the price bid, it will be presumed that your rate is inclusive of taxes. .
VIII. The rate should be quoted in the prescribed form as per Annexure "5". If the rates are not quoted as per the Annexure "5", the tender will be liable to be rejected summarily.

2.7 Opening of Bids

2.7.1 Bids will be opened on the next working day of last date of submission of bids by the GIZ Tender Committee (GTC). There will be no public opening of the bids.

2.8 Evaluation of Tenders

2.8.1 The technical bids shall be evaluated following the criteria as specified under Annexure 4. In case GIZ requires further clarification from the bidders, the same shall be solicited in writing and the bidders shall furnish such information within Two (2) days from the date of such communication.

2.8.2 GIZ will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are

substantially responsive in confirming to all terms and conditions of the bidding documents without material deviations.

2.8.3 A bid determined as substantially non-responsive will be rejected by the GIZ and may not subsequently be mad responsive by the bidder by correction of the nonconformity.

2.8.4 The GIZ will evaluate and compare the bids previously determined to be substantially responsive, pursuant to clause 2.8.1.

2.8.5 The evaluation of a bid by the GIZ will exclude and not take into account any allowance for price adjustment provided in the bid.

2.8.6 The evaluation of a bid by the GIZ will take into account, in addition to the price bid, all relevant factors such as compliance with:

a) Technical specification and terms of delivery.

b) All further conditions mentioned in the bidding documents.

c) Delivery schedule offered in the bid.

2.9 Award of Contract

2.9.1 GIZ shall issue the letter of award to the declared successful bidder for supply of quantity of material as accepted by the bidder and after the submission of security deposit of specified amount, shall enter into agreement with the bidder.

2.9.2 The declared successful bidder shall pay all the expenses required for signing of Purchase Order with GIZ (cost of travel to Delhi for signing the purchase order, if required)

2.10 Acceptance of Bid

2.10.1 The final acceptance of bid, waiver of any formalities thereof, is entirely vested with GIZ, who reserves the right to accept or reject any or all of the bid in full or in part.

2.10.2 GIZ would issue the letter of award only to the successful bidder(s).

2.10.3 GIZ will not share the evaluation result with any of the bidder(s). Bidders shall be informed on their request about the reasons why they were not successful. Such information shall be limited and categorized under following:

a) Technically not acceptable

b) Higher price

c) Incomplete bid.

2.10.4 After acceptance of the bid, the bidder shall have no right to withdraw/modify its bid.

2.10.5 GIZ at its discretion may call for any additional clarification(s), document(s) from any or all the bidders during the process of evaluation of bids in short notice.

3. General Conditions

3.1. Project Site

The project site shall mean location for delivery of material at "India One" solar thermal power project, Shantivan Campus, Taleti 307510 - Abu Road, Rajasthan.

3.2. Completion Period

3.2.1. The bidders, after receipt of award of contract, shall execute the work with good workmanship.

3.2.2. The completion period for the entire work shall be strictly as per the delivery schedule provided at the Annexure “5”.

3.2.3. The security deposit shall be released and returned to the bidder after 60 days from the completion of work.

3.2.4. The bidder shall provide the delivery schedule as per the Annexure “5”

3.3. Inspection & Testing

3.3.1. The bidder shall communicate to the designated officer of GIZ, the probable date for Pre shipment inspection of material at least one week in advance, without affecting work-in-progress.

3.3.2. The pre-shipment inspections shall be carried out by consultants or SGS or Bureau Veritas appointed by the GIZ at place of loading for supplier’s account as per the technical specification specified in the Annexure-3.

3.3.3. Consultant or SGS or Bureau Veritas appointed by the GIZ shall furnish a Quantity and Quality testing Certificate, enclosing :

- radiation free certificate or statement,
- chemical quality testing
- mechanical quality testing (yield, tensile, elongation and bending test)

- inspection of the mill´s certificate
- surveying and verifying of quantities and loading

3.3.4. During the inspection of the material, GIZ or by the agency appointed by GIZ, for the case any discrepancy is found with respect to quality as described in the Annexure 3, the entire lot of material is liable to be rejected at the expense of the bidder.

3.3.5. The supplier have to present a producer's quality certificate in line with the required specifications specified in Annexure "3".

3.3.6. The bidder shall make necessary arrangements including labours etc., to support team of GIZ for the purpose of inspection & testing of the material. GIZ may also appoint independent agency to carry out this work on its behalf.

3.3.7. The bidder shall deliver the material to the project site once GIZ informs the bidder in writing for issuing a dispatch clearance for supply of the material, following the test results. GIZ reserve all the rights to reject material if such do not qualify the acceptance tests following clause 3.3.2 and after giving bidder a chance of discussion.

3.3.8. The bidder in no way is relieved from any obligation of this tender following clause 3.3. In case, the bidder decides to terminate the agreement following this clause, GIZ reserves rights to forfeit the security deposit in full.

3.4. Liquidated Damages and Termination of Contract

3.4.1. Except because of force majeure, if the bidder fails to perform the scope of work, to the satisfaction of GIZ, within the time period specified in the delivery schedule or within the extended time period if any, GIZ shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the un-performed work/ services for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached GIZ may consider termination of the contract.

3.4.2. In case the bidder fails to execute the work, partly or fully, during the completion period, GIZ reserves rights to forfeit the security deposit in full.

3.5. Force Majeure

3.5.1. Force Majeure Events shall include the following events to the extent they satisfy the foregoing requirements:

- acts of God, including but not limited to lightning, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado;
- any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;
- any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority or Statutory Entity in India of any Law or any of their respective obligations under this Agreement;
- expropriation and/or compulsory acquisition of the Project in whole or in part by any Government or Statutory Entity;
- industry wide strikes and labour disturbances having a nationwide impact in India;

3.6.2 Force Majeure Event shall not include the following conditions, except to the extent that they are consequences of a Force Majeure Event:

- unavailability, late delivery or change in cost of raw material, equipment, materials, spares parts or consumables in local market;
- delay in performance of any contractor or sub-contractor or their agents;
- non-performance resulting from normal wear and tear of plant, materials or equipment at the bidders facility;
- strike or labour disturbances at the facilities of the bidder;
- insufficiency of finances or funds or the agreement becoming onerous to perform;
- non-performance caused by, or concerned with, the bidder negligent and intentional acts, errors or omissions;
- failure to comply with Law; or
- breach of, or default under this Agreement

3.6. Payment Terms

3.6.1. 30% of the total contract value shall be paid as advance against the bank guarantee from any nationalised bank of equal amount valid for six (6) months which shall be released with the final payment.

3.6.2. Remaining amount shall be paid in parts as per the details given below:

Quantities for which order has been received by the supplier	Minimum number of receivers to be delivered at site for release of payment
50	15
100	25
200	50
300	75
400	100
500	150
600	200
750	250

3.7. Delivery of Material

3.7.1. The Bidder should note that it has to furnish and agree with GIZ, the delivery plan of the material at the project site (As per annexure 5)

3.7.2. The project site can unload approximately 60 MT of material per day

3.8. Miscellaneous

3.8.1. At any time prior to the submission of bid, GIZ for any reason whatsoever, whether at its own motion or in response to the clarification to the prospective bidder may amend the conditions of the bid document through announcement of a notice. The responses to the clarifications of the bidders, if any, shall be made available at the www.tendernews.com. The bidders are advised to visit the aforementioned web-link to get the responses for their queries.

3.8.2. In case the amendment is notified after the submission of bids, the financial bids of the bidders shall be returned in the sealed condition through registered post or courier service for getting the revised offers according to the amendment in the terms and conditions.

3.8.3. The bidder in no circumstances transfer its obligations or sublet the work to any other party without prior consent of GIZ

3.8.4. GIZ at any time, may stop the work or reduce the work order by sending notice to the bidder in writing. In case the work is stopped by GIZ, the bidder will be paid for the material already delivered by such time and expenses distinctly incurred by the bidder towards execution of work. If the scope of work is reduced, the bidder shall be paid accordingly and no additional cost shall be paid by GIZ.