giz Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

BIDDING DOCUMENT

For

Selection of Supplier for the Procurement Insulation Material for Solar Thermal Power Plant.

Tender Number: 91094796, Dated: 13th January 2016

(Single Envelop Bid System)

Particulars	Description
Purpose of Tender	Procurement of Insulation Material as per the given specification & quantity
Tender Reference Number	91094796
Date of tender notification/Advertisement	13th January 2016
Last date to submit the pre-bid queries by the interested bidders	23rd January 2016
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	27th January 2016
Last Date and time for submission of bids.	08th February 2016 ; 1730 Hrs (5:30 pm)
Mode of Submission	Technical and Financial bids to be submitted in sealed envelope as per the given instructions.
Validity of Bids/ Offered Price	**60 days** from the last date of submission of bids **08th February 2016**. The quoted price shall be firm in all respect till the complete delivery of material.
Address for Bid Submission	The Head of Procurement GIZ Office, First Floor B-5/1, Safdarjung Enclave New Delhi – 110 029
Location of Site	"India One" solar thermal power project, Shantivan Campus, Taleti 307510- Abu Road, Rajasthan.

Dear Sir/ Madam

Sealed and separate bids are invited on or before last date for submission of bids from eligible manufacturers/ Distributors for the supply of Insulation Material 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) Document Submission – Annexure “4”
7) Financial Bid (Submission of Price) – Annexure “5”
8) Delivery Schedule – Annexure “6”
9) Declaration from CA on TIN and Service Tax Registration of GIZ.
10) 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 on company's Letter Head	As per Annexure –1
2.	Declaration on company's Letter Head	As per Annexure – 2
3.	Acceptance to required technical specification.	As per Annexure - 3
4.	Document Submission	As per Annexure - 4
5.	Price Submission	As per Annexure - 5
6.	Delivery Schedule	As per Annexure - 6

1. Scope of Work

The work includes the supply and delivery of materials 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, Rajasthan.

1.1. The bidder should supply and deliver the material as per the technical specifications and quantities as elaborated in Annexure 3.

1.2. The bidder shall furnish the relevant test certificates confirming to quality of manufacturing, testing of the material not earlier than six months, along with the supply of material.

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 before dispatch, if 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. Packing, marking, bundling of the material in order to ensure safety and security during the transit of the material against any natural and/or man-made acts which would have an effect on the quality and quantity of the material.

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

1.5.3. 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 due to any matter whatsoever 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.

1.5.4. GIZ shall arrange unloading of the material at agreed upon time at the project site.

1.6. The bidder representative shall be present at the project site for the joint inspection of the quantity actually delivered. The bidders representative shall take due care to support the inspection process by GIZ or the agency appointed by GIZ for such work.

1.7. 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 with 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 a manufacturer/ Distributor** of required insulation material for the last five (5) years.

2.1.2 The bidder individually should have an annual turnover of at least 50% of the quoted amount (LOT 1, LOT 2 and LOT 3) for the last 3 financial years.

2.1.3 It should have undertaken at least order equivalent to 80 per cent of the total contract value of this tender or should have undertaken at least two orders equivalent to 50% of the total contract value of this contract value in any of the last three financial year.

2.1.4 It should possess the documents showing registration, VAT, Tax identification number (TIN), Income Tax PAN No etc.

Signed copy of each document should be furnished by the bidder (refer Annexure 4)

2.1.5 The bidder should be able to take the excise duty exemption from the concerned Government department for which the bidder will be given an excise duty exemption certificate issued from the concerned Ministry as per Ministry of Finance, Department of Revenue Notification No. 15/2010–Central Excise dated 27th February, 2010 and amendment Notification No.26/2012-Central Excise, dated 8th May 2012.

Clearly indicate on your proposal if you would be able to take the excise exemption for the quoted item(s) – Refer Annex 4

Or

If you would not be able to take the excise duty exemption, with reason.

Or

Clearly indicate in you proposal if excise is not applicable for the quoted item.

2.1.6 Bidder should be well versed with or should understand the relevant clauses/guidelines pertaining to road transport issued by Commercial Tax

Department of Rajasthan[1]. Since GIZ is not registered in State of Rajasthan it is not in a position to provide any road permits.

2.2Validity of Bids:

2.2.1 The bids shall be valid for a term of **60 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 complete delivery of Material at site.

2.2.2 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.

2.3 Preparation of Bids

2.3.1 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

2.3.2 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.

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

2.3.4 The bid should be submitted with proper binding of documents with no loose paper **(Preferably Spiral bind or in a clip File)**

2.3.5 Bids must be signed and stamped by the authorized representative of the company/firm.

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

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

2.3.8 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.

[1] GIZ –the purchaser of the material – is not involved in any commercial activities and therefore the commercial registrations for example, VAT, Service tax etc. are not mandated in India. Whereas, World Renewal Spiritual Trust (WRST) – which is the receiver/consignee of the material – is a not for profit organization and is a registered charity. Bidder should also note that the material procured by GIZ shall be delivered to the WRST free of charges.

2.3.9 **The material are divided into ~~Four~~ Three (3) lots (refer annexure 5). The quantities indicated for each individual Lot shall be indivisible. The bidder shall therefore offer the whole of the quantity or quantities indicated for each Lot, bids for part of the quantities required cannot be taken into consideration.**

2.3.10 Price should be quoted for all the items under each LOT (1, 2, and 3). Incomplete proposal will not be considered for the evaluation.

2.3.11 The bidder may submit the proposal for all the LOTS or any of the LOT(s)

2.4 Clarification to the bidder(s)

2.4.1 An Interested bidder requiring any clarification in the tender may send the query through email only at gtzproc@giz.de as per the given timeline.

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

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

2.5 Submission of Bids : Single Envelop system will be followed

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

2.5.2 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.

2.5.3 The complete Techno-commercial bid must be submitted in sealed envelope only.

2.5.3.1 One big size envelope containing all the aforementioned requirement, which must be super scribed as “Bid Offer Against Tender Number 91089622 ” shall be submitted to:

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

2.5.4 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.

2.5.5 The bids should reach to the office of GIZ at aforementioned address on or before the closing date **08th February 2016**. 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.

2.5.6 A bid once submitted shall not be permitted to be altered or amended.

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

i. Covering letter & Declaration : Annexure "1" and Annexure "2"

ii. Specification for supply of Insulation Material as per Annexure "3"

iii. Required documents as per - Annexure "4"

iv. Price bid as per the format given in Annexure "5"

v. Delivery Schedule As per Annexure "6"

2.5.8 **Price Submission**

i. 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

ii. **The tax rates should be clearly mentioned on the Price Sheet (Annexure - 5)**

iii. If no mention is made regarding taxes in the price bid, it will be presumed that your rate is inclusive of taxes.

iv. 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.

v. Price towards insurance and other cost should be clearly indicated. Please write NIL or inclusive, as applicable. Please DO NOT leave any column blank in the price sheet.

2.6 Opening of Bids

2.6.1 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.

2.7 Evaluation of Tenders

2.7.1 The bids shall be evaluated following the criteria as specified under bidding conditions, Annexure 3, Annexure 4 and Annexure 5. 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.

2.7.2 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.

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

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

2.7.5 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.

2.8 Award of Contract

~~2.8.1~~ GIZ shall issue ~~the letter of award~~ Purchase order 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.~~

2.8.2 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)

2.9 Acceptance of Bid

2.9.1 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.

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

2.9.3 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.

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

2.9.5 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. <u>General Conditions</u>

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 30 days after the award of contract. The work as specified under the award of contract shall be binding on the bidder.

3.3. Delivery Schedule

3.3.1. The bidder shall provide the delivery schedule as per the Annexure – 6

3.4. Inspection & Testing

3.4.1. 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.

3.4.2. GIZ reserves the right to undertake third party inspection of the material and shall intimate in writing to the successful bidder following this the bidder shall proceed for delivery of goods. The pre-shipment inspections shall be carried out by consultants or SGS or Bureau Veritas or an agency appointment by GIZ at place of loading for supplier's account as per the technical specification specified in the Annexure-3.

3.4.3. At the discretion of GIZ, a consultant or an agency appointment by GIZ or SGS or Bureau Veritas shall furnish a Quantity and Quality testing Certificate, enclosing :

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

3.4.4. 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.

3.4.5. The supplier have to present all documents including test certificates in line with the required specifications given at Annexure "3" and following the testing requirements as described in the applicable standards.

3.4.6. 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.

3.4.7. 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 3.4.2 and after giving bidder a chance of discussion.

3.4.8. The bidder in no way is relieved from any obligation of this tender following clause 3.4. In case, the bidder decides to terminate the agreement following this clause, GIZ reserves rights to forfeit the BG given against the advance payment. GIZ will not make any payment, whatsoever towards the production of rejected material.

3.5. Liquidated Damages and Termination of Contract

3.5.1. 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.

3.6. Force Majeure

3.6.1. 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;
- radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or

near the Project Site by the Affected Party or those employed or engaged by the Affected Party;

- 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:

- 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

3.7. Payment Terms

3.7.1. 30% of the total contract value shall be paid as advance against the bank guarantee, for an equivalent amount, from any nationalised bank valid for a period six (6) months which shall be released with the final payment

OR

100% payment will be released after delivery of Material at site

3.7.1.1. The supplier shall submit the bank guarantee within 10 days after award of order for release of advance payment. The bank guarantee will not be required if suppliers wish to receive the 100% payment after delivery of Material at site.

3.7.2. Remaining amount of the total contract value shall be paid after supply of specified material at the site.

3.8. Delivery of Material

3.8.1. The Bidder should note that it has to furnish and agree with GIZ, the delivery plan of the material at the project site.

3.8.2. The project site can unload approximately 4 full load truck per day.

3.9. Miscellaneous

3.9.1. 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.

3.9.2. 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.

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

3.9.4. 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.