

4 Submission of Bid

4.1 General terms

- 1) A Bidder is eligible to submit only one Bid for this RFP. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.
- 2) Notwithstanding anything to the contrary contained in this RFP, 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.
- 3) The Bid should be furnished in the formats mentioned in the RFP document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.
- 4) The Bidder shall submit a power of attorney as per the format at "Appendix 8: 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.
- 5) 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.
- 6) The RFP 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.
- 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.

4.2 Format and Signing of Bid

- 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) 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 initialled by the person(s) signing the Bid.

4.3 Sealing and Marking of Bid

- 1) The Bid of the Bidder shall be contained in one (1) single “Main” Envelope.
- 2) The Main Envelope shall contain two (2) Envelopes as follows:
 - “Original” Envelope;
 - “CD/Pendrive” Envelope.
- 3) The “Original,” Envelopes shall contain the following Envelopes:
 - Cover-I: Signed Copy of the Tender Document(s)
 - Cover-II: Enclosures of the Bid
 - Cover-III: Proof of EMD; and Tender Fee
 - Cover-IV: Financial Proposal unpriced and duly signed and stamped
- 4) The “CD/Pen drive” Envelope shall contain one (1) no. of CD/Pen drive containing the following folders with the same information submitted in the Original Envelope:
 - Cover-I: Signed Copy of the Tender Document(s)
 - Cover-II: Enclosures of the Bid
 - Cover-III: Proof of EMD and Tender Fee
 - Cover-IV: Financial Proposal unpriced and duly signed and stamped
- 5) All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the “Original” Envelope.
- 6) All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the CD/Pendrive in an appropriately organized manner as in the physical copies, and enclosed in the “CD/Pendrive” Envelope.
- 7) IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE CDS/PENDRIVE.
- 8) Envelopes shall be clearly marked as “Original,” and “CD/Pendrive”.
- 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.

4.4 Enclosures of the Bid

- 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.
- 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 and PAN card of Bidder.
 - d. Attested copy of Provident Fund Code of Bidder.
 - e. Details of similar technical experience of the Bidder as per format prescribed in Appendix 3: Format of Details of Similar Technical Experience.
 - f. Details of qualified technical staff as per format prescribed in Appendix 4: Details of qualified technical staff
 - g. Declaration of compliance as per format prescribed in Appendix 5
 - h. No Deviation Certificate as per format prescribed in Appendix 6.
 - i. Declaration of Bidder’s relation to Directors of the Company as per format prescribed in Appendix 7.
 - j. Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8
 - k. Format of Summary of audited financial statements as per format prescribed in Appendix 9.
 - l. Format of declaration of eligibility as per format prescribed in Appendix 12.
 - m. Format for Confidentiality undertaking as per format prescribed in Appendix-14
- 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) 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 13: Format for Price schedule.
- 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.
- 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 Appointment of Consultant for Project Management Consultancy (PMC) services for development of 2375 MW Capacity Solar/Wind/Hybrid Renewable Energy Park at Great Rann of Kutch area, in the state of Gujarat”.

Cover-I shall bear the following identification:

“Cover-I: Signed RFP Document for Appointment of Consultant for Project Management Consultancy (PMC) services for development of 2375 MW Capacity Solar/Wind/Hybrid Renewable Energy Park at Great Rann of Kutch area, in the state of Gujarat”.

Cover -II shall bear the following identification:

“Cover-II: Enclosures of the Bid for Appointment of Consultant for Project Management Consultancy (PMC) services for development of 2375 MW Capacity Solar/Wind/Hybrid Renewable Energy Park at Great Rann of Kutch area, in the state of Gujarat”.

Cover -III shall bear the following identification:

“Cover-III: EMD and Tender fees of the Bid for Appointment of Consultant for Project Management Consultancy (PMC) services for development of 2375 MW Capacity Solar/Wind/Hybrid Renewable Energy Park at Great Rann of Kutch area, in the state of Gujarat”.

Cover -IV shall bear the following identification:

“Cover-IV: Financial Proposal (unpriced but duly signed and stamped) for the Bid for Appointment of Consultant for Project Management Consultancy (PMC) services for development of 2375 MW Capacity Solar/Wind/Hybrid Renewable Energy Park at Great Rann of Kutch area, in the state of Gujarat”.

- 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.
- 8) Each of the envelopes shall be addressed to:

ATTN:

Shri S. N. Purohit
Chief General Manager (RE & BO)
Gujarat Industries Power Company Limited
Post: Ranoli-391350,
Dist.: Vadodara, Gujarat, India
Tel.:+91-265-2230185/2232768/2213
Fax:+91-265-2230029
Email: snpurohit@gipcl.com, reparc@gipcl.com

- 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.
- 10) Bids submitted by fax, telex, telegram, e-mail/courier shall not be entertained and shall be rejected.

4.5 Bid Due Date

- 1) Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.
- 2) GIPCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/Addendum in accordance with Clause No. 3.6 uniformly for all Bidders.

4.6 Late Bids

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.

4.7 Confidentiality

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.

4.8 Correspondence with the Bidder

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

4.9 Bid Opening and Evaluation

- 1) The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this RFP document.
- 2) To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.10 Tests of Responsiveness of Bid

- 1) Prior to the detailed evaluation, GIPCL will determine the substantial responsiveness of each Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. GIPCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2) If the Bid is not substantially responsive, it will be rejected by GIPCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3) GIPCL will evaluate and compare Bids which have been determined to be substantially responsive.
- 4) A Bid shall be considered responsive only if:
 - a. it is received in the manner prescribed in this RFP
 - b. it is accompanied by the requisite Tender Fee and EMD;
 - c. it is received with all the Enclosures of the Bid as prescribed in the Clause 4.4

- d. its Enclosures are received as per the formats specified in Appendices as well as the Tender;
 - e. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
 - f. it complies will all the terms, conditions and provisions specified in this Tender; and it does not contain any conditions or deviations
- 5) 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.

4.11 Modification and Withdrawal of Bids

- 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.
- 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.

4.12 Bid Evaluation Criteria and Methodology

- (i) The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses:
- (ii) GIPCL will examine the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- (iii) In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.
- (iv) Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
- (v) Price Bids of only techno-commercial acceptable bids shall be considered for further evaluation.
- (vi) After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid , the Technical Bid Evaluation shall be carried out Selection of successful bidder shall be done as below:
 - a) The Bid evaluation shall be first on Technical Score of max 100 , based on various scoring criteria outlined at Table.
 - b) Technical Bid : Maximum score : 100 (X). Refer Table Below for Technical score assignment

APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 2375 MW CAPACITY SOLAR/WIND/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT

- c) Price Bid: Maximum Score :100(Y)
d) Lower Quoted Price Bidder will be assigned Score of 100 and rest in ratio of their respective quoted Price with L1.
e) Final Evaluated Score for ranking will be 70% weightage of Technical Score (X) and 30% weightage of Price Score (Y) as follows:
f) Final Evaluated Score (Z) for ranking f Bidders:

$$Z= 0.7 X+0.3 Y$$

Table: Technical Score (X) Assignment

Sr	Criteria	Mark allocation	Remarks
A			
(i)	Consultant's specific experience and job volume: Last 7 years experience for similar work from the bid due date. The number of orders executed by the bidder which are same or above the BEC requirement with respect to size & similarity during the last 7 years reckoned from the bid due date as detailed below:	40	Bidder to attach documentary proof of work order/LoI as supporting document. Experience of providing PMC services only for Projects which falls under Bid Eligibility Criteria as per clause.
(a)	Development of Solar Park with minimum capacity of 500MW along with Pooling substation connected with CTU at 220kV and above level	40	Solar Park+CTU Connected 220KV and above Pooling S/s at a single place (Connected directly with solar park)
(b)	Development of Solar Park of minimum Capacity of 500MW without pooling substation and experience of separate projects for development of Pooling substation connected with CTU at 220kV and above level either in solar park or any other projects.	35	Solar Park+CTU Connected 220KV and above Pooling S/s (both are at separate place- Two separate orders)
(c)	Experience for development Solar Projects, Thermal Power Project , Large Petrochemical Complex, Industrial Zones like Export Processing Zone (EPZ), Special Investment Regions, Industrial Corridors, GIDC or SIDC etc. along with Pooling substation connected with CTU at 220kV and above level.	30	Other than Park project of Rs. 350Cr and above+CTU Connected 220KV and above Pooling S/s at single place (connected directly with the Project)
(d)	Experience for development Solar Projects, Thermal Power Project , Large Petrochemical Complex, Industrial Zones like Export Processing Zone (EPZ), Special Investment Regions, Industrial Corridors, GIDC or SIDC	25	Other than Park project of Rs. 350Cr and above+CTU Connected 220KV and above Pooling S/s (both are at

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	etc. and separate project for development of Pooling substation/Switchyard connected with CTU at 220kV and above level.		separate place- Not directly connected with Project)
(e)	Development of Solar Park with minimum Capacity of 500MW and / or separate projects for development of Pooling substation connected with STU at 220kV and above level.	20	Solar Park+STU Connected 220KV and above Pooling S/s
(f)	Experience for development Solar Projects, Thermal Power Project , Large Petrochemical Complex, Industrial Zones like Export Processing Zone (EPZ), Special Investment Regions, Industrial Corridors, GIDC or SIDC etc. and separate project for development of Pooling substation at 220kV and above level connected with STU.	15	Other than Park project of Rs. 350Cr and above+STU Connected 220KV and above Pooling S/s
B	Key Personnel for the Project	20	
(i)	Team Leader		Detailed CV with photograph duly signed by authorized signatory should be submitted.
	Experience >20 years	10	
	Experience >15 Years	5	
(ii)	Team Members		
	Experience >15 years	5	
	Experience >10 Years	3	
(iii)	Construction Manager		
	Experience >15 years	5	
	Experience >10 Years	3	
C	Presentation before Bid evaluation Committee on Methodology and capabilities, assignment handled	40	Presentation will be held online for about 45 Mins.
	Total Technical Score- X = (A+B+C)	100	

Note:

- a) Infrastructure projects covers or meaning Industrial parks, State Industrial Corridor /zone (SIDC), Special Investment Region (SIR), Special Economic Zone (SEZ), Export Process Zones, solar parks, solar projects, Thermal Power projects, oil refineries, ports, Airport , Railway/ Metro rails.
 - b) Bidders must clearly submit a covering letter stating which Work order (WO) / CC (Completion Certificate) to be considered for which clause.
 - c) Only WO/CC of PMC or Owners' Engineer will be considered. WO/CC of Due Diligence, Third Party Inspection or preparation of DPR or PFR will be rejected.
- (vii) Illustration Table for Understanding Evaluation Methodology and score assignment
- a) Suppose Bidder A, B C have following respected evaluated technical score with their quoted Price in the Price schedule :

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Bidder	Assigned Technical Score (X) by GIPCL	Quoted Price inclusive of taxes by Bidder(after any Financial Loading if applicable)	Bidder Rank on Quoted Price	Quoted Price ratio for assigning score Y w.r.t L1*
A	70	100000	L1	1
B	90	125000	L2	0.8
C	80	150000	L3	0.67

*Rounded off up to 2 Decimal

b) Working to arrive at Price Score (x2):

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score Technical Score by GIPCL
	X	Y
A	70	100
B	90	80
C	80	66.67

c) Working to arrive at Final Score (X):

The Final score "X" shall be worked as follows:

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score Technical Score by GIPCL	Final Evaluated Score Z	Final Evaluated Rank
	X	Y	$Z = 0.7 * X + 0.3 * Y$	
A	70	100	79.00	2
B	90	80	87.00	1
C	80	66.67	76.00	3

- (viii) All eligible Bidders shall be required to make presentations , before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as per RFP along with the following and to submit signed hard/scan copy during the presentation –
- Brief company profile, local presence, associates, major clients and projects etc.
 - Experience of rendering services as a firm for PMC work.
 - Understanding of assignment along with methodology indicating broad scope of work
 - Work plan and roadmap of said work
 - Proposed key personnel along with team leader and manpower commitment. The time and venue for the presentation shall be intimated to the Bidder.

4.13 Contacts during Bid Evaluation

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.

4.14 Employment of Officials/ Ex-Official of the Owner

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.

4.15 Declaration on Bidder's Relation to Directors

The Bidders are required to certify in prescribed format Appendix 7: Declaration of Compliance, 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.

4.16 Letter of Intent(s) (“LOI”) and Notification (s) to Proceed

- 1) After selection of the Successful Bidder, a Letter of Intent(s) (the “LoI”) shall be issued in phased manner (i.e. 600MW + 600MW +600MW+575MW), 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.
- 2) The Successful Bidder shall acknowledge the LOI and return duplicate copy with signature of the authorized signatory of the Successful Bidder to GIPCL within Ten (10) days of issue of LOI
- 3) On issue of the LoI by the Company, Authorised representative of the Successful Bidder shall submit the performance Bank Guarantee within the stipulated time.

4.17 Security Deposit

- 1) Security Deposit/ Performance Bank Guarantee in the form of Bank Guarantee (PBG) as per the format given as Appendix 10(b) shall be furnished in favour of Gujarat Industries Power Company Limited. The Successful Bidder shall submit Security Deposit/Performance Bank Guarantee of 10% of the Total LoI Price, within two weeks after issue of date of LOI, initially validity period of PBG should be for a total period up to Twenty Four (24) months from the date of LOI. PBG shall be returned only after successful completion of entire work (as specified in the scope of work) to the satisfaction of the Owner. No interest is payable on PBG amount.
- 2) The bank guarantee by the Consultant will be given from bank specified in Appendix 11: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.
- 3) The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Consultant either fail to execute the work within the stipulated period