

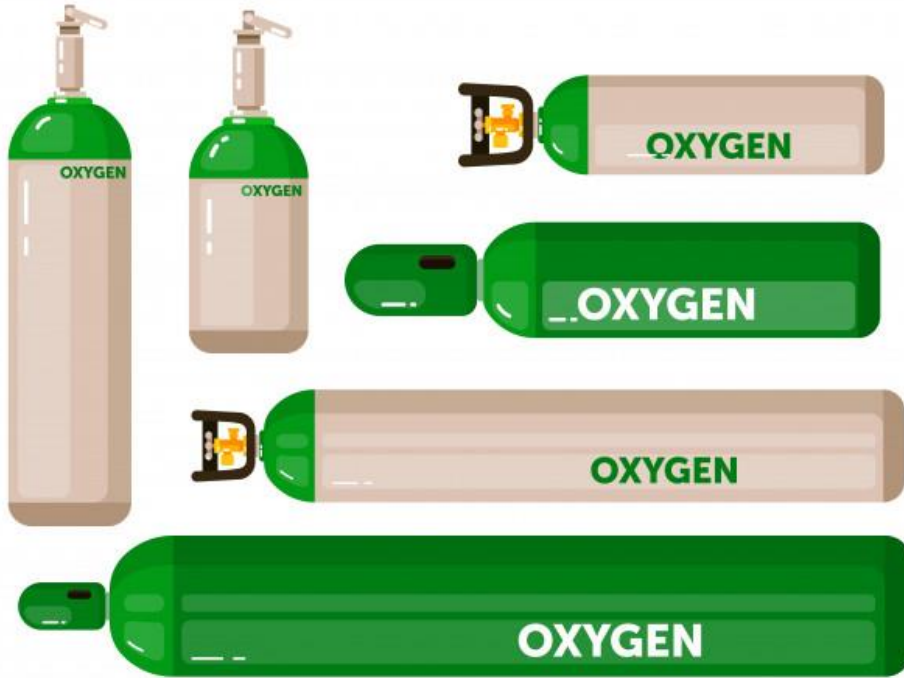


**Telangana State Industrial Infrastructure Corporation
Limited (TSIIC)**

REQUEST FOR PROPOSAL

For

**SUPPLY, INSTALLATION AND COMMISSIONING OF LIQUID MEDICAL OXYGEN
(LMO) STORAGE FACILITY OF 200 MT ON TURNKEY AT PASHAMYLARAM IDA,
SANGAREDDY DISTRICT , TELANGANA STATE**



Issued by:

**The Vice Chairman & Managing Director (VC&MD),
Telangana State Industrial Infrastructure Corporation Ltd., 6th Floor, Parishrama
Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad- 500 004.**

www.tsiic.telangana.gov.in

JUNE 2021

Schedule of Bidding process

Bidders are invited to submit their Bids on or before the time, date at the office for submission as the indicated below. The Bids submitted after this time and date or any other office other than indicated will not be considered under any circumstances, unless notified by the Authority with full information of the altered time, date and the office for submission.

S NO.	Event Description	Particulars
1	Tender Reference No.	--
2	Date of issue of RFP Call Notice	26-06-2021
3	RFP Download Start Date	26-06-2021
4	Last Date for Receipt of queries, if any	02-07-2021
5	Email Address for Communication	ce-iic@telangana.gov.in
6	Contact Person Details	Mr. K Shyam Sunder, Chief Engineer, TSIIC
7	Date & Venue for Pre-Bid Meeting	11.00 hours IST, 03-07-2021. Board Room, TSIIC, 6 th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad - 500 004.
8	Bid Due date / Bid Submission date	15.00 hours IST on 10-07-2021.
9	Address for Submission of Bid	The Vice Chairman & Managing Director, TSIIC, 6 th Floor, Parisrama Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad - 500 004.
10	Date & Time for opening of Technical Bid	On Bid Due Date; Time 15.30 hours IST.
11	Date & Time of opening of Financial Bid	After evaluation of Technical Bid. Qualified bidders will be informed
12	Processing fee (Non-Refundable)	Rs.10,000/- (Rupees Ten Thousand only) + applicable GST (@18%) amounting to Rs.11800/- (Rupees Eleven Thousand Eight Hundred only) in the form of a crossed demand draft drawn in favour of TSIIC, payable at Hyderabad drawn on any scheduled bank.
13	Earnest Money Deposit (Refundable)	The EMD of Rs. 5,00,000/- (Rupees Five Lakh only) to be payable in the form of Demand Draft in favour of TSIIC Limited, Hyderabad and drawn on any scheduled bank.



14	Performance Security	<p>The Selected Bidder(s) whose tender(s) has/have been accepted will have to provide an irrevocable and unconditional bank guarantee issued by a Nationalized Bank of India or any scheduled Bank in favour of TSIIC for 5% of the accepted tender amount towards performance security prior to signing of the Agreement.</p> <p>The period of validity for the performance security shall be for 3 (three) years and 3 (three) months.</p>
15	Bid Validity Period	120 days from the Bid Due Date.



Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.



The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INVITATION FOR PROPOSALS

1. INTRODUCTION

1.1 Background

1.1.1. Telangana State Industrial Infrastructure Corporation Limited (the “Tender Inviting Authority” or “TIA” or “Authority”) invites Bids for taking up the works of **“Supply, Installation and Commissioning of Liquid Medical Oxygen (LMO) Storage Facility of 200 MT on Turnkey basis at Pashamylaram IDA, Sangareddy District, Telangana state”** (the “Project”).

1.1.2. In view of the ongoing pandemic and also considering the severity of Second wave of COVID-19, due to which there is a significant need of supply of Medical Oxygen, Oxygen Concentrators, Oxygen Cylinders and Oxygen Plants which are vital for treatment of patients and the apprehensions that there is a possibility of third wave which is likely to have wider impact than the current wave, it is proposed to setup tis storage facility.

1.1.3. The Government of Telangana in order to mitigate the same is taking various measures to counter the effects of the COVID-19. In order to ensure that there is no shortage of supply of oxygen or any other related medical equipment based on current and future requirements. GoTS intends to attract investors for the manufacturing of Oxygen enhancing supplies Viz Medical Oxygen, Oxygen Concentrators, Oxygen cylinders, Ventilators, etc.

1.1.4. All incentives of T-IDEA and T-PRIDE shall be applicable for the Developer / Contractor:

- a. Reimbursement of Stamp duty, Transfer duty, Mortgage & Hypothecation duty: 100% reimbursement of Stamp duty and transfer duty paid by the industry on purchase of land/shed/building meant for industrial use and 100% reimbursement of Stamp duty for Lease of Land/Shed/ Buildings and also mortgages and hypothecations deeds
- b. Reimbursement of land cost in IE/IDA/IPs: 25% Reimbursement of land cost in Industrial Estates / Industrial Parks up to Rs.10 lakh.
- c. Reimbursement of land conversion Charges. 25% Land conversion charges for industrial use limited to Rs.10 lakh for Micro, Small and Medium Enterprises only.
- d. Reimbursement of Power consumption Charges : Fixed power cost @ Rs. 1.00 per unit on industrial energy consumption charges shall be reimbursed for a period of five years from the date of commencement of commercial production (COD).
- e. Investment subsidy: 15% investment subsidy on fixed capital investment subject to a maximum of Rs. 20 lakhs to Micro & Small Enterprises and up to 25% investment subsidy on fixed capital investment subject to a maximum of Rs. 10 lakhs to Micro & Small Enterprises for Woman entrepreneurs.



- f. Seed Capital Assistance : Seed capital assistance to First Generation Entrepreneurs to set-up Micro Enterprises, @10% of the Machinery cost.
- g. Reimbursement on the 50% of expenses incurred for quality certification/patent registration up to Rs. 2 lakhs.
- h. Reimbursement on specific cleaner production measures: 25% subsidy on capital equipment installation for specific cleaner production measures up to Rs. 5 lakhs.
- i. Reimbursement of cost involved in skill up gradation and training: 50% Reimbursement of cost involved in skill up gradation and training only local manpower limited to Rs. 2000/- per person.
- j. Interest subsidy under "Pavala Vaddi" Scheme for micro and small enterprises on term loan in excess of 3% per annum (p.a.) subject to a maximum reimbursement of 9% p.a. for a period of 5 years from COD.
- k. Industrial Infrastructure Development Fund (IIDF) is created to fund up to Rs. 1 crore as 50% cost of development of last mile connectivity infrastructure such as roads, power and water up to industry doorstep for medium and large industries. A budget of Rs. 100 Crore per year is marked under IIDF scheme.
- l. Tailor-made Incentives for Mega Industries to suit its investment requirements on case to case basis.

1.1.5. The Selected Bidder (the "Contractor") shall be responsible for supply, engineering, procurement & execution of works on turnkey basis in accordance with the provisions of the Contract Agreement (the "Contract Agreement") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.6. The assessment of actual costs will have to be made by the Bidders based on their own surveys, investigations and other detailed examination of the Project before submitting their Bids.

1.1.7. The Contract Agreement sets forth the detailed terms and conditions for award of work to the Contractor, including the scope of the Contractor's services and obligations.

1.1.8. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Contract Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.9. The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority



pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.2. **Brief description of Bidding Process**

- 1.2.1. The Authority has adopted single stage two envelopes Bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The Bidder will be selected under Least Cost Selection (the “LCS”) method as described in this RFP.
- 1.2.2. Interested Bidders (the “Bidders”) are invited to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3, for submission of Bids, the Bid Due Date.
- 1.2.3. The Bidding Documents include the RFP and any other documents issued by the Authority in relation to this Project. The aforesaid documents and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to submit along with its Bid, an Earnest Money Deposit for an amount in the form of Demand Draft, refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Earnest Money Deposit shall be retained till it has provided a Performance Security under the Contract Agreement. In case the EMD is paid by way of online payment, the same shall be adjusted towards part amount and the Performance Security in such case has to be furnished for the balance amount. The Bidders will have to provide Earnest Money Deposit either in the form of online payment by net-banking / debit card / credit card or in the form of a Bank Guarantee acceptable to the Authority. The Bidder shall also pay to the Authority a sum of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) which includes an amount of Rs.1800/- towards GST towards processing fee in the form of a demand draft in favour of TSIIC payable at Hyderabad” drawn on any scheduled bank. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit and the demand draft towards processing fee.
- 1.2.5. Bidders are advised to examine the Project in greater detail and to carry out, at their cost, proper due diligence of the Project including such studies as may be required for submitting their respective Bids.
- 1.2.6. Bids would be evaluated on the basis of the lowest Bid Price (the “Bid Price”) quoted by the Bidder for execution of works and to be payable as per provisions of the Contract Agreement.



Subject to Clause 3.14, the Project will be awarded to the Bidder quoting the lowest Bid Price. In this RFP, the term “Lowest Bidder” shall mean the Bidder who’s Bid Price is the lowest.

- 1.2.7. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 4 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. If none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.3. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

S No.	Event Description	Date
1	Last date for receiving queries	02-07-2021
2	Pre-bid meeting	11.00 hours IST, 03-07-2021. Board Room, TSIIC,
3	Authority response to queries	04-07-2021
4	Bid Due Date	10-07-2021 (15:00 hours IST)
5	Opening of pre-qualification & Technical Bids	On Bid Due Date (15:30 hours IST)
6	Opening of Price Bid	Intimated to qualified bidders after evaluation of bids
7	Letter of Award (LOA)	7 days after opening of Price Bid
8	Validity of Bids	120 days of Bid Due Date
9	Signing of Agreement	Within 7 days of award of LOA

2. Scope of Work:

The selected Bidder/Contractor shall fulfil the following Scope:

- A) The successful bidder shall be responsible for the complete works including the submission of working drawings, isometric views, detailed work schedule with all materials, Designing, Engineering, Testing, Installation and Commissioning of Liquid Medical Oxygen Vessel, AV Coil and Controller complying with all high level safety standards matching to global standards.
- B) Supply, Transportation of Storage Vessel with Construction of foundation and structural work for installing of storage vessel and vaporizer coils as per standard specifications, design & drawing based on the capacity.
- C) Construction and development of secured area for unloading and storage of LMO vessel and necessary majors towards safety of the equipment by fencing, metal grill enclosures as per CCOE guidelines. (Necessary land area shall be allotted to the supplier)



- D) All civil work measures along with supply of civil materials required for ground surface work, building, cleaning, dressing, sanitary, plumbing work, earth work, trenching, fencing, painting, electrification and any civil construction required for set up of the LMO storage system in the allotted land or space.
- E) The successful bidder shall provide factory test certificates for the materials used and also supply complete set of design lay outs, safety manuals, standard operating manuals for the whole systems and subsystems to be supplied. The detailed site plan and system layout plan including civil/ electrical works or other related works shall be prepared by the successful bidder and shall be handed over to the users after the commissioning of the projects. Final electrical safety tests, fire safety test, System commissioning tests and any quality check required shall be done by an authorized third party agency/personnel after the handover of the project.
- F) The Supplier shall ensure that exact quantity of LMO is being supplied by proper measurement (volume of LMO through properly calibrated content gauge), which shall be arranged by him, failing which, the supply shall have to be replaced by the supplier on his own cost.
- G) The gases supplied will be sent for quality test to a Govt. approved Lab from time to time and the cost of testing & Transportation or any other incidental charges will be borne by the supplier.
- H) The bidders shall give undertakings that if they fail to maintain standards of tank and cylinders, gases and if some mishap occurs, they shall be responsible for the same.
- I) The bidders have to ensure compliance of Rule 3 of the Gas Cylinder Rules, 2004 and timely obtain necessary filling permission from the Chief Controller of Explosives under Rule 45 while supplying the cylinders for filling of compressed cryogenic gases, if required.
- J) The bidders must have in-house facilities for testing/trace impurities in P.P.M/P.P.B range for CO, NO, Phosphine, Polymers, SO₂ and argon etc for each batch. The facilities should be open to scrutiny by the Authorities.
- K) **Liquid Medical Oxygen Tank Specifications:**
- Capacity: 200 MT. The quantity of LMO Vessel can be increased or decreased, as per requirement of the State.
 - The double walled Vacuum Insulated Evaporator (VIE) shall be constructed of stainless steel inner vessel contained within a carbon steel outer vessel.



- The annular space between the vessels shall be filled with non-inflammable perlite insulation material to insulate under vacuum.
 - The VIE should be self-pressurizing type by partial evaporation of liquid oxygen through a pressure building coil by a non-ferrous imported pressure regulator.
 - The vessel shall be supplied as a functional whole with all materials of construction & the cleaning regime suitable for medical grade liquid oxygen. In case of failure in liquid oxygen supply, it should automatically switch over to an emergency oxygen manifold.
 - It should be fitted with standard accessories and should be “passed” the standard inspection requirement at factory for VIE. The copy of the certificate should be forwarded prior to shipping and original should be enclosed along with the shipping document.
 - Bidder should follow applicable international standards for setup of liquid medical oxygen system.
 - All Required Accessories should be Supplied.
- L) Bidders are strongly advised to have site visit to physically inspect the site before furnishing the quotations. The details of the site are provided at Annexure I.
- M) Civil works for the installation of the plant, crash barrier and fencing should be arranged by the contractor at the location designated for LMO Vessel plant by GoTS/TSIIC.
- N) The work shall be carried out in compliance with statutory rules and such that the works are only carried above ground and demolition of existing structures/drains and other services (if any) are avoided.
- O) The successful bidder shall provide ISO/WHO License or any other equivalent quality certificate for manufacturing of LMO and shall also provide Original Quality Test Certificate covering the following:
- i. The Liquid Medical oxygen tank shall accompany the Original Quality Test Certificate covering Following Documents:
 - ii. - Approval letter from CCOE along with approved drawing from CCOE.
 - iii. - Approval letter from CCOE for use of cryogenic vessel(s) at site.
 - iv. - Certificate from the authorized inspection agency.
 - v. - Heat chart for pressure parts.
 - vi. - Dimension checks report.
 - vii. - Dished End reports.
 - viii. - Mechanical properties test report for production test coupon.
 - ix. - Visual inspection report.
 - x. - Radiography examination report.
 - xi. - Liquid penetrant examination.
 - xii. - Cleaning inspection report.
 - xiii. - Hydro-pressure test report.



Space taken for installation should be as per regulations of Indian explosive controller and having easy access for LMO tank.

- P) All statutory requirements of the Chief Controller of Explosives of India and SMPV rules need to be followed; besides all regulations and guidelines put forward by the Govt. Of India from time to time should be followed.
- Q) The contractor shall be required to undertake to provide at his cost technical training for the personnel involved in the use and handling of the equipment on site, after its installation.
- R) The Contractor shall provide complete set of part manuals, service manuals and user manuals for all the systems and subsystems to be supplied.
- S) Final electrical safety test, system test, and calibration should be done by authorized persons using calibrated test equipment as per standards.
- T) The Copper pipe must have reputed third party inspection certificate by Lloyd and the bidder must submit the valid product standard certificate such as third party inspection certificates/ European CE/ USFDA/ EN ISO 7396-1/ HTM 02-01/ NFPA 99 standard compliance certificates for the components of medical gas pipeline and manifold system as per technical specification.
- U) The successful bidder shall undertake the Operation & maintenance of the Storage facility initially for three (03) years for TSIIC and Government of Telangana.

2.2. Role & Responsibilities of the Contractor

The obligations of the Contractor during the Works execution are as detailed hereunder:

- a. The Contractor shall not sub-contract the whole of the Works and also shall not sub-contract any part of the Work without prior consent of the Authority. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract Agreement and it shall be responsible for the acts, defaults and neglects of any of its sub-Contractor(s), its agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents and workmen.
- b. The Contractor has to take Policies and certificates of insurance for whole scope of work for the total Contract Value and they shall be furnished before commencement of Works. Failing to comply with the above, the Engineer-in-Charge shall take insurance policy at the cost of the Contractor duly deducting the premium from the Contractor bills.
- c. Trained manpower to be deployed at the Site and to ensure that they always wear personal protective equipment to avoid injuries health risks.



- d. The Contractor shall have to keep the Authority totally indemnified against all claims, damages, dues, payments, fines, penalties, compensation demands, liabilities and other losses, if any, that may arise on account of non-compliance or violation of any statutory provisions or on account of any accident, injury, loss or damage to the vehicles or life or on any other account.
- e. All necessary personal safety equipment as considered adequate shall be kept available for use. To provide uniforms, safety wear and mobile handsets for Field Supervisors as prescribed by the Authority.
- f. The Authority reserves the right to impose / enforce any special terms / conditions from time to time arising out of government orders, if any, or in the interest of the safety of general public.
- g. Random sampling will be done at the LMO site and Authority reserves the right to recover at double the supply rate in case of any pilferage or less quantity.
- h. Responsible for all Permissions & Clearances as amended from time to time and as applicable to the Project.
- i. During Execution of Work, Traffic shall be diverted wherever necessary by barricading and duly providing Traffic Signals as per the standard specifications as applicable to the Works.
- j. During execution of Works, care shall be taken so that the existing services such as water supply lines / Electrical Cables / Telephone Cables are not affected. Any damages to the cable / to any installation shall have to be replaced by the Contractor to the original position at its own cost.

2.5. Roles & Responsibilities of the Authority

The roles and responsibilities of the Authority, during the Works execution are as detailed hereunder:

- a. To provide the Land for development of LMO Storage Tank at Pashamylaram IDA, Sangareddy District
- b. To facilitate the contractor in getting permits and approvals as required for the Project.
- c. The authority reserves the right to make an alternate arrangement for the supply of gases at the firm's risk and the cost will be borne by the firm, if it fails to supply, due to any cause other than Force Majeure.
- d. In case supply is not on time, the authority will have the right to purchase Medical Gases from the open market and extra money spent due to rate difference plus transportation charges will be deducted from the payment due/ performance security of the successful bidder.



- 2.6. Project Duration:** The Scheduled Project Completion Period for execution Works is 3 (three) months. The commencement of Works shall be considered from the date of issuing the Project Commencement Date (PCD) as detailed in the Contract Agreement. Accordingly, the detailed Project Execution Plan shall have to be proposed by the Bidder to the Authority for approval.
- 2.7. Contract Period:** The contract shall be valid for **Three years after the Construction phase**; however, in case Authority desires to extend the Operation & maintenance of Storage facility, the selected contractor shall be given Right of First Refusal.
- 2.8. Payment Terms:** The deliverables/ milestones and payment milestones (cumulative) are as below.
- 40% of Cost of Plant on delivery of plant & equipment at site.
 - 60% of Cost of Plant on Commissioning of the Plant.

3. INSTRUCTIONS TO BIDDERS

A. GENERAL

3.1. General terms of Bidding

- 3.1.1. No Bidder shall submit more than one Bid.
- 3.1.2. 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.
- 3.1.3. The Bid should be furnished in the formats as specified in the Forms & Annexures. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 3.1.4. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The Earnest Money Deposit shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Earnest Money Deposit shall be retained till it has provided a Performance Security under the Contract Agreement.
- 3.1.5. The Bidder should submit a Power of Attorney as per the format at Annexure VII, authorizing the signatory of the Bid to commit the Bidder.



- 3.1.6. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.1.7. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.1.8. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority 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 provisions of this Clause 3.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.1.9. Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 3.1.10. The Bidder should be a sole firm (the "Sole Firm") or a Consortium /Joint Venture of not more than 3 members.
- 3.1.13. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid.
- 3.1.14. A Bidder or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, or Associate.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

- 3.1.15. In computing the Technical Capacity of the Bidder under Clauses 3.2, 4.3 and 4.4, the Technical Capacity of their respective Associates would also be eligible as detailed hereunder:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power of direct the management and policies of such person by operation of law.



A certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder as the case may be.

3.1.16. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

3.2. ELIGIBILITY AND TECHNICAL QUALIFICATIONS

3.2.1. Eligibility:

- I. The bidder must be a primary manufacturer of liquid medical oxygen as per IP 2018 and should have valid manufacturing license
- II. The bidder must have the requisite trade and other licenses to do the business of supplying LMO to the hospitals.
- III. The bidder must have at least 5 years of experience in Setting up of Liquid Medical Oxygen Storage in VIE Tanks as well as Supply of Liquid Medical Oxygen.
- IV. The bidder must have executed the turnkey job of Setting up of Liquid Medical Oxygen Storage Vessel and on supply process of Liquid Medical Oxygen in India in with capacity not less than 200 MT during the last three financial years i.e. 2020-21, 2019-20 & 2018-19. Project completion and commissioning certificates shall have to be furnished as proof of supply, failing which the bid shall be liable to be rejected.
- V. The bidder who has been derecognized/ debarred/ blacklisted either by the Tender Inviting Authority or by any State Govt. or Central Govt. organization is not eligible to participate in the bid during the period of blacklisting.
- VI. The bidders shall have to submit the EMD & the Bid Document Costs as mentioned.

VII. Personnel Capabilities -Technical Personnel deployment:

- a) The bidder should furnish availability of technical personnel with adequate experience at the Site.
- b) The bidders should have quality control testing Lab owned or tie up with established quality control testing laboratories.
- c) The bidder should furnish copies of the PAN Card and submission of Income Tax Returns along with proof of receipt.
- d) The bidder should furnish the GST Registration Certificate and Latest GST Clearance certificate.

Note:

- All the eligibility criteria shall be satisfied combined by the Lead member and other Consortium partners of the Bidder.
- Companies who have either applied for or have been got approved for CDR (Corporate Debt Restructuring) are not allowed to participate in the tender.
- The Bidder should enclose the Experience Certificates in support of its Qualification to Bid.

The Certificates of experiences issued by the Authorized signatory of the client will only be considered. Certificate of experience in case of Contractor works issued by an SPV should be countersigned by the concerned Authorized signatory of the client. Further, the experience certificates should clearly indicate the date of commencement of work, date of completion, Financial Year Wise Breakup of the values of similar works done and physical quantities/ Items execute.

3.2.2. Technical Qualifications:

S No.	Technical Qualifications	Max. Marks	Documents to be submitted
1	Experience of installation of similar Projects: 5 Marks each for projects where the bidder successfully supplied, installed, and commissioned Liquid Medical Oxygen Storage Facility in India of a capacity of 50 MT or more in a single assignment.	30	Photocopies of the certificates, any other relevant documents / certificates should be established. The details should cover Bidder experience in execution of the works.
2	Average annual turnover in the last 3 (three) years: A. Rs. 5 Cr >= Turnover > Rs. 50 Cr = 15 Marks B. Rs. 50 Cr >= Turnover > Rs. 100 Cr = 20 Marks C. Turnover >= Rs. 100 Cr = 30 Marks	30	Audited Balance Sheet / CA certificate.
3	Availability of owned critical equipment	10	Self-declared form as in Annexure V.
4	Availability of Key Staff (personnel) members	10	Self-declared form as in Annexure VI along with the CVs of each of the Key Personnel.
5	The Works envisage Specific equipment and methodologies that need to be adopted for planning and execution of the work. Therefore, the Bidder has to prepare a detailed proposal of construction methodology, work execution planned and such other aspects that are relevant to	20	All the necessary documents in support of the Technical Qualifications have to be furnished to the satisfaction of the Authority for evaluation.



S No.	Technical Qualifications	Max. Marks	Documents to be submitted
	<p>Project execution. The Bidder shall have to furnish the write-up along with adequate data explaining and establishing its technical capabilities to perform the contract (if awarded) within the stipulated time period.</p> <p>Additionally, Bidders have to give a Presentation before the Technical Committee outlining on each of the proposed activities along with the Approach & the Methodology for execution of works.</p> <p>Evaluation weightage:</p> <ol style="list-style-type: none"> 1. Construction Methodology: 30%; 2. Work execution plan along with the details of resources (staff and machinery) that would be mobilized for the Project: 30%; 3. Details on the materials to be used, the quality management system and details of in-house Laboratory & testing facilities: 40%. 		
Total		100	

*Necessary documents have to be submitted to the satisfaction of the Authority. Those Bidders who score a minimum of **70 marks** in the technical qualifications as set out above shall only be shortlisted for opening of the Price Bids.

3.3. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.4. Site visit and verification of information

3.4.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site (details of site are at Annexure I) and ascertaining for themselves the conditions at the Project Site, surroundings, availability of power, water & other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. No financial claims for such visits and for collection of information shall be reimbursable.

The Bidders can contact at email id: ce-iic@telangana.gov.in for any help in logistics.

3.4.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding documents.
- b. received all relevant information requested from the Authority.
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding documents or furnished by or on behalf of the authority relating to any of the matters referred to in clause 3.4.1 above.
- d. satisfied itself about all matters, things and information including matters referred to in clause 3.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the project in accordance with the Bidding documents and performance of all of its obligations thereunder.
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding documents or ignorance of any of the matters referred to in clause 3.4.1 hereinabove 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 authority, or a ground for termination of the Contract Agreement by the Contractor;
- f. acknowledged that it does not have a conflict of interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.4.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.5. Verification and Disqualification

3.5.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

3.5.2. The Authority reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

- a. at any time, a material misrepresentation is made or uncovered, or



- b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 3.5.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:
- i. Invite the second, third and so on ranked Bidders to submit their Bids in accordance with Clause 4.6.1; or
 - ii. Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 3.5.4. In case it is found during the evaluation or at any time before signing of the Contract Agreement 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 LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA 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 RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.

Incomplete Bids or Bids not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason.

A. DOCUMENTS

3.6. Contents of the RFP

- 3.6.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.8.

Invitation for Proposals

Section 1. Introduction

Section 2. Terms of Reference

Section 3. Instructions to Bidders

Section 4. Evaluation of Bids

Section 5. Fraud and Corrupt Practices



Section 6. Miscellaneous

FORMS

Form I – Letter of proposal

Form II – Details of Bidder

Form III – Financial Bid

ANNEXURES

- I. Details & Location of the Site
- II. Checklist
- III. Financial Capacity of the Bidder
- IV. Details of experience of Similar Works
- V. Availability of Critical Equipment
- VI. Availability of Key Personnel
- VII. Power of Attorney for Signing of Bid
- VIII. Anti-Collusion Certificate

3.7. Clarifications

- 3.7.1. Bidders requiring any clarification on the RFP may notify the Authority in writing and by e-mail at ce-iic@telangana.gov.in. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 3 (three) days prior to the Bid Due Date. The responses will be placed in the TSIIC website. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 3.7.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 3.7.3. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the Bidder to send the complete Bids by the deadline indicated above.
- 3.7.4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.8. Amendment of RFP



- 3.8.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 3.8.2. Any Addendum issued hereunder will be in writing and shall be placed in the Authority's website.
- 3.8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

3.9. Format and Signing of Bid

- 3.9.1. Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.9.2. The Bidder shall prepare and submit its Bid in original.
- 3.9.3. All the pages of Bid including brochures, leaflets, etc., should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

3.10. Sealing and Marking of Bids

- 3.10.1. The Bid shall consist of three envelopes:
- 3.10.2. **Envelope 1:** Documents pertaining to Eligibility: Documents pertaining to Technical Bid in the prescribed formats as below:

FORMS

- Form I – Letter of proposal
- Form II – Details of Bidder

ANNEXURES

- IX. Details & Location of the Site
- X. Checklist
- XI. Financial Capacity of the Bidder
- XII. Details of experience of Similar Works
- XIII. Availability of Critical Equipment
- XIV. Availability of Key Personnel
- XV. Power of Attorney for Signing of Bid
- XVI. Anti-Collusion Certificate



Envelope 2: Financial Bid.

The Financial Bid shall be submitted in the format specified at Form III.

3.10.3. Envelope 3: Outer envelope containing the two envelopes as mentioned above.

“Supply, Installation and Commissioning of Liquid Medical Oxygen (LMO) Storage Facility of 200 MT on Turnkey at Pashamylaram IDA, Sangareddy District, Telangana state” and shall clearly indicate the number of the envelope, name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes. Each envelope shall be individually sealed.

3.10.4. Each of the envelopes shall be addressed to:

ADDRESS: **The Vice Chairman & Managing Director**
Telangana State Industrial Infrastructure Corporation
Ltd.
6th floor, Parisrama Bhavanam,
Fateh Maidan Road, Basheerbagh,
Hyderabad 500 004.

3.10.5. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

3.10.6. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.11. Bid Due Date

3.11.1. Bids should be submitted before 15:00 hours IST on the Bid Due Date at the address provided in Clause 3.10.4 in the manner and form as detailed in this RFP.

3.11.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.8 uniformly for all Bidders.

3.12. Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

3.13. Modifications/Substitution/Withdrawal of Bids

3.13.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the



Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- 3.13.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.14. Rejection of Bids

- 3.14.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to 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 therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.14.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3.15. Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3.16. 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 Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority 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 Authority 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 Authority or as may be required by law or in connection with any legal process.

3.17. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. EARNEST MONEY DEPOSIT



3.18. Earnest Money Deposit

- 3.18.1. The Bidder shall furnish as part of its Bid, an Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five Lakh) either in the form of Bank Guarantee in favor of TSIIC and drawn on any scheduled bank or through online payment. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 3.18.2. The Authority shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.
- 3.18.3. Any Bid not accompanied by the Earnest Money Deposit and the Demand Draft towards the processing fee shall be summarily rejected by the Authority as non-responsive.
- 3.18.4. Save and except as provided in Clause 1.2.4, the Earnest Money Deposit of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Earnest Money Deposit has been paid by net-banking, the refund thereof shall be to the same account from where the EMD has been paid.
- 3.18.5. The Selected Bidder's Earnest Money Deposit will not be returned, the same shall be adjusted as the Performance Security to be provided by him in accordance with the provisions of the Contract Agreement.
- 3.18.6. The Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages inter alia in any of the events specified in Clause 3.18.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.
- 3.18.7. The Earnest Money Deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, if
- a. a Bidder submits a non-responsive Bid.
 - b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP.
 - c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.



- d. the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Contract Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Contract Agreement.
- e. The Selected Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security.

4. EVALUATION OF BIDS

4.1. Opening and Evaluation of Bids

- 4.1.1. The Authority shall open the Envelope 1 of the Bids at 15:30 hours IST on the Bid Due Date, at the place specified in Clause 3.10.4 and in the presence of the Bidders who choose to attend.
 - a. Bids received by the due date and time and in sealed cover will only be considered for opening and evaluation. Bids other than stated will be summarily rejected.
 - b. Authorized representatives of the participating firms are requested to be present during Bid opening.
 - c. The details of the authorized representatives (who choose to attend) present will be recorded.
 - d. Name of the firms that submitted the Bids will be read aloud in the presence of firm's representatives and will be recorded.
 - e. Each Bid will be given a number in the ascending order and will be recorded against total number of Bids. For instance, if the total number of Bids received is five, the first Bid will be recorded as 1/5, the second as 2/5 and so on.

In case the Bid submission date is deferred due to declared holiday on the Bid submission date, the opening of Bids also will be deferred in line with the extended Bid submission date.

If any of the Bidders or all Bidders who submitted the Bid are not present during the specified date and time of opening it will be deemed that such Bidder(s) is / are not interested to participate in the opening of the Bid/s and the Authority at its discretion will proceed further with opening of technical Bid in their absence.

- 4.1.2. The Technical Committee constituted by the Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4.



4.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Bidder has to respond to the Authority and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.

4.2. Tests of responsiveness

4.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- a. It is received as per the formats at Forms I to III and Annexures I - VIII.
- b. It is received by the Bid Due Date including any extension thereof pursuant to Clause 3.11.2.
- c. It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 3.10 and 3.11.
- d. It is accompanied by the Earnest Money Deposit and the demand draft towards processing fee as specified in Clause 3.1.5.
- e. It is accompanied by the Power of Attorney as specified in Clause 3.1.7.
- f. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified).
- g. It does not contain any condition or qualification; and
- h. It is not non-responsive in terms hereof.

4.2.2. The Authority 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 Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

4.3. EVALUATION OF ENVELOPE 1: MINIMUM ELIGIBILITY

4.3.1. For the purpose of meeting eligibility criteria under envelope 1, the Bidder shall have to demonstrate that it fulfils the financial criteria and the technical criteria stipulated under Clause 3.2.1 of the RFP.

4.3.2. The Bidder, not meeting either or both of the financial and technical criteria described under Clause 3.2.1 of the RFP, shall be disqualified from the Bidding Process, and its Earnest Money Deposit shall be returned as per Clause 3.18.4.



4.3.3. Only those Bidders whose Bids were declared responsive as per Clause 4.2, and who meet both financial and the technical criteria requirements as per the Clause 4.2.1 shall have their Technical Bids evaluated as per Clause 4.4.

4.4. EVALUATION OF TECHNICAL BID

4.4.1. The Technical Committee shall open the Technical Bids of those Bidders whose Bids were declared responsive in accordance with Clause 4.2 and who also meet both financial and technical criteria set out in Clause 3.2.1.

4.4.2. The Technical Bids shall contain all the information in the format as prescribed in Forms & Annexures and the documents in support of the Bidders technical qualifications as set out in Clause 4.2.2 of the RFP. In this regard, all the Bidders whose Technical Bids does not provide the information, and/or the supporting documents as required shall be declared non-complaint and shall be disqualified from the Bidding Process and the Earnest Money Deposit shall be returned as per Clause 3.18.4.

4.4.3. The Technical Committee shall evaluate compliant Technical Bids as per the evaluation criteria set out in Clause 3.2.2.

4.4.4. Only those Bidders who score a minimum of **70 marks** in the technical qualifications as set out in Clause 3.2.2 shall be shortlisted for opening of the Price Bids.

4.4.5. Bidders shortlisting is subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and / or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4.4.6. The Technical Committee will prepare the list of shortlisted Bidders and they will be intimated at the email addresses as provided to the Authority.

4.5. EVALUATION OF ENVELOPE 2: FINANCIAL BID

4.5.1. The Authority shall open the Financial Bids contained in Envelope 2 of those Bidders who have been shortlisted for further evaluation.

4.5.2. Financial Bids shall be opened publicly in presence of the Bidders' representatives on the date of financial Bid opening. The Bid Price in the Financial Bid as Form III (Financial Bid) will be considered as the financial Bid.

4.5.3. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Bid Price indicated in the Financial Bid shall be deemed as final. The Bidder with lowest assessed Bid Price shall be the Lowest Bidder and shall be the Selected Bidder, subject to the provisions of this RFP.

4.5.4. While preparing the Financial Bid, the bidders shall adopt following procedures:



- The quoted rates shall include charges for design, supply and transportation, installation, testing, commissioning, training and a 3-year onsite warranty cost.
- Per unit cost of the equipment including (custom duty, if any) shall be provided in the Breakup of Financial quote to be enclosed along with Financial Bid.
- The bidder will also quote yearly CAMC rate (all inclusive) for 4th and 5th years without taxes. GoTS/TSIC reserves the right to utilize the CAMC services for the full period or part thereof or none.

4.6. SELECTION OF BIDDER

- 4.6.1. Subject to the provisions of Clause 3.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 4.3 and 4.4 and who's Bid Price is the lowest, shall be declared as the selected Bidder (the "Selected Bidder"). The second, third and so on ranked Bidders shall be kept in reserve and may be invited for negotiations in that order in case the first ranked Bidder withdraws or fails to comply with the requirements specified in the RFP, as the case may be.
- 4.6.2. In the event that, the Bid Price of two or more Bidders is the same (the "Tie Bids"), the Authority shall declare the selected Bidder as the Bidder who has higher average annual turnover in the last five years, i.e., from 2017-18 to 2019-20.
- 4.6.3. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be invited for negotiations.
- 4.6.4. After acknowledgement of the LOA as aforesaid and upon furnishing the Performance Security, it shall cause the Selected Bidder to execute the Contract Agreement within the period prescribed in Clause 1.3. The Agreement shall be executed in English language. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- 4.6.5. On signing of the Contract Agreement, the Contractor shall intimate the name of the principal officer who will be acting for and on behalf of the Contractor in all its relations and communications with the Authority. If there is any change in the principal officer, Contractor shall intimate such change to the Authority immediately.

4.7. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority 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, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5. Fraud and corrupt practices

- 5.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 5.2. Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any Bid or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 5.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the



Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b. "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Telangana and the TSIIC Rules and Regulations in force and as amended from time to time; and the Courts in Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b. consult with any Bidder in order to receive clarification or further information.
 - c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder.



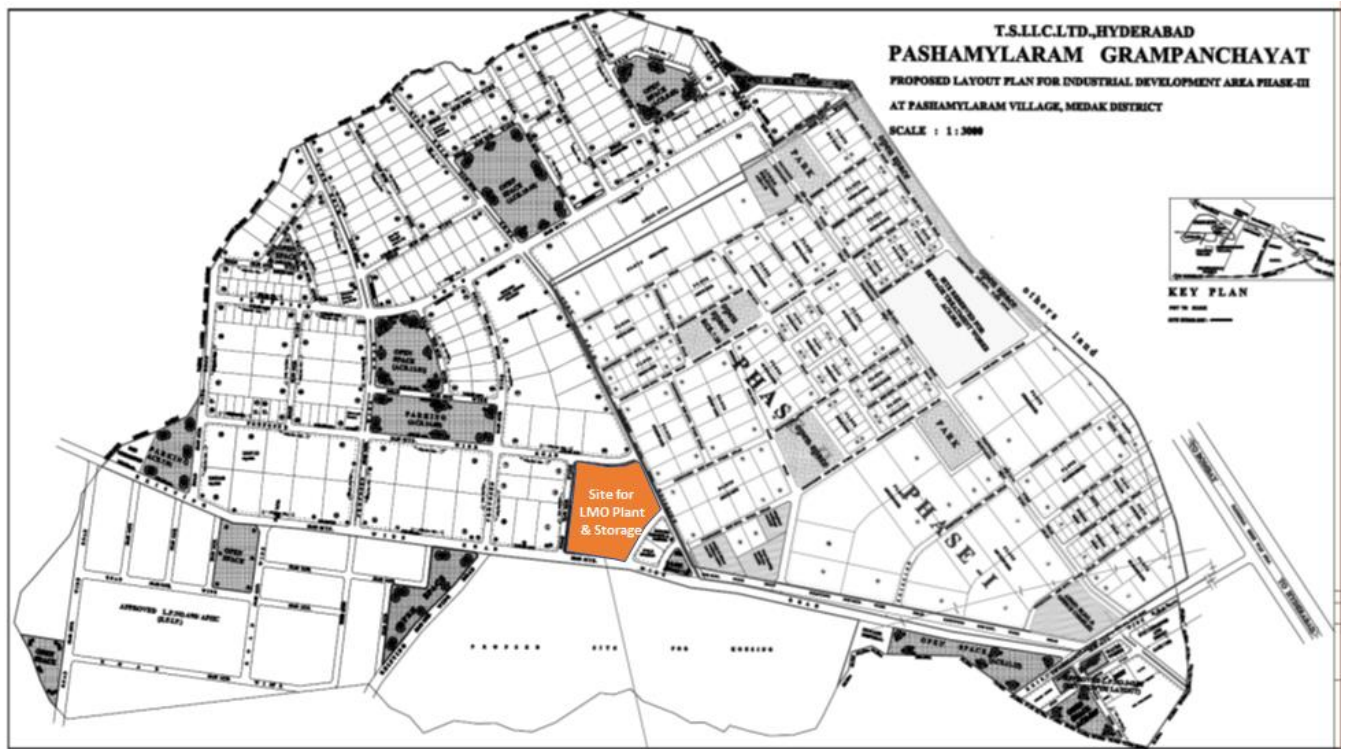
- d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder. and / or
 - e. amend, modify or re-issue the Bidding Documents or any part thereof.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4. The Selected Bidder shall agree to execute the Works with a documented safety system.

ANNEXURE 1 Location & Details of the Site

The LO Plant shall be developed in the space given within the designated plot in IDA Pashamylaram, Sangareddy District, Telangana State.

(Location Coordinates: 17° 38' 48"N, 78° 10' 48"E)

The proposed proposed location is part of IDA Pashamylaram and the LMO Storage Facility shall be part of the designated plot of 5.25 Acres as shown in the figures below:





ANNEXURE II
CHECK LIST TO THE RFP

S No	Description	Documents Submitted
1	2	3
1.	Letter of Proposal	Yes / No
2.	Copy of Contractors /manufacturers Registration.	Yes / No
3.	Copy of PAN Card and Copy of Latest valid Income Tax returns and annual audited balance sheet for the last ten financial years (2008-09 to 2017-18) submitted along with proof of receipt.	Yes / No
4.	Copy of Proof of Registration under GST.	Yes / No
5.	Financial Capacity of the Bidder Certified by the Auditor. Annexure - III.	Yes / No
6.	Details of similar nature of works completed in the Name of the Bidder (as per Annexure IV) during the last five financial years as per eligibility criteria clause as defined in the RFP in with supporting certificates	Yes / No
7.	Availability of critical equipment in Annexure V	Yes / No
8.	Availability of Key personnel in Annexure VI	Yes / No
9.	Power of Attorney as in Annexure VII	Yes / No
10.	Anti-Collusion Certificate in format prescribed in Annexure VIII	Yes / No



Form I
LETTER OF PROPOSAL
(On Bidder's Letter Head)

To,

Date:

The Chief Engineer,
Telangana Industrial Infrastructure Corporation Limited (TSIIC),
5th Floor, Parisrama Bhavanam,
Fateh Maidan Road, Basheerbagh,
Hyderabad - 500 004

Sub: _____

With reference to your RFP Document dated -----, we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Contractor for the subject project. The Bid is unconditional and unqualified.

1. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor, and we certify that all information provided in the Bid and in the Forms & Annexures, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted for the express purpose of qualifying as a Selected Bidder for the aforesaid Project.
3. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
4. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We certify that we are not barred by the Government of Telangana or any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on Bid Due Date.



7. We declare that:

- a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.
 - b. We do not have any conflict of interest as mentioned in the Bidding Documents.
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any Bid or request for Bid issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Contractor, without incurring any liability to the Bidders.
9. We believe that we satisfy and meet all the requirements as specified in the RFP and are/is qualified to submit a Bid.
10. We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Government agency or convicted by a Court of Law.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our chief executive officer or any of our directors/managers/employees.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Contractor or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.



14. We agree and undertake to abide by all the terms and conditions of the RFP.

15. We agree and undertake to be jointly and severally liable for all our obligations as per the provisions set out under the Contract Agreement.

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)



Form II
DETAILS OF BIDDER
(Use separate forms for each member of the Consortium)

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business (provide a true copy of the incorporation certificate):

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) e-Mail Address:

(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

6. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is to be given below (Attach extra sheets, if necessary).

Signature of the Bidder



ANNEXURE IV

Details of value of similar works executed in each year during the last five years by the Bidder.

S No.	Details of the Works with Capacities	Client	Capacity of Storage Facility	Value of Work (Rs. in Crores)
1				
2				
3				
4				
5				

Note:

The Certificates of experiences issued by the Authorized signatory of the client will only be considered. Certificate of experience in case of Contractor works issued by an SPV should be countersigned by the concerned Authorized signatory of the client. Further, the experience certificates should clearly indicate the date of commencement of work, date of completion, Financial Year Wise Breakup of the values of similar works done and physical quantities/ Items execute.

Signature & Seal of the Bidder



ANNEXURE V
Availability of Critical Equipment

The Bidder should furnish the information required below, regarding the availability of the equipment, required for construction / quality control.

S No.	Details of Equipment	Number Required for the Project	No. of Equipment		
			Owned	Leased	To be Procured
1	2	3	4	5	6

Signature of the Bidder

A declaration regarding the equipment owned shall be produced by the Bidder on a non-judicial stamp paper of Rs. 100/- as below;

DECLARATION

“I do hereby solemnly affirm and declare that I / we own the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.

S No	Details of each equipment	Year of purchase	Registration Number	Capacity	Any Other Information
1	2	3	4	5	6

Signature of the Bidder



ANNEXURE VI
Availability of Key Personnel

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

S No	Name	Designation	Qualification	Total Experience	Association with the Firm (in Years)
1	2	3	4	5	6

Signature of the Bidder



ANNEXURE VII
POWER OF ATTORNEY FOR SIGNING OF BID^s
(Refer Clause 3.1.7)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name) _____, son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the _____ Project proposed or being developed by TSIIC (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20_____

For _____
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised
(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

^sTo be submitted in original.



- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostle certificate.



ANNEXURE VIII
ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated thisday of, 2020

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorized Person)

.....
(Name of the Authorized Person)



Form III
FINANCIAL BID
[On the Letter head of the Bidding Firm]

Date:

The Vice Chairman & Managing Director,
Telangana Industrial Infrastructure Corporation Limited (TSIIC),
5th Floor, Parisrama Bhavanam,
Fateh Maidan Road, Basheerbagh,
Hyderabad - 500 004.

Sub: Financial Bid for "Supply, Installation and Commissioning of 200 MT capacity Liquid Medical Oxygen Storage Facility at Pashamylaram IDA, Sangareddy District, Telangana state"

Sir:

1. Having examined the Conditions of Contract for the execution of the above named Work, we, the undersigned, give our offer for the design, execute and complete such Works and remedy any defects therein in conformity with Scope of Work as stipulated by the Authority for a Bid Price amount of Rs.----- (Rupees) for undertaking the Project on a turnkey basis. The quote includes all applicable taxes except GST, as applicable. Per unit cost of the equipment including (custom duty, if any) is provided in the Breakup of Financial quote, enclosed along with this Financial Bid.
2. We acknowledge that all the documents form part of the RFP.
3. We undertake, if our Bid is accepted, to commence the Works as soon as reasonably possible and after the Project Commencement Date (PCD) is issued and to undertake the Works.
4. We agree that this offer shall remain valid for a period of one hundred and twenty (120 days) from the Bid Due Date or such further period as may be mutually agreed upon.
5. If the Authority selects us as the Contractor for this Project, we will abide by the above quote, terms and conditions of the RFP. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

Yours faithfully,

(Signature of Authorized Signatory)
(Name, Title, Address, Date)

Note:

The financial Bid to be submitted strictly as per the above format. Non-compliance to the above format shall disqualify the firm's Bid.