

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

certifying Authority of India or can contact (n) code solutions-a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below.

Bidder may go through the e-tendering instruction for online Bid participation through n-procure platform for further details and guidance for participation in the tendering process through e-tendering.

In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e-tendering registration process.

11. **Tender Documents (PDF Format) can be downloaded from Web site <https://www.nprocure.com>, <https://gipcl.nprocure.com> or <http://www.gipcl.com>.**
12. GIPCL reserve the rights to accept/reject any or all Tenders without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Price Bid to know the latest status.

Yours faithfully,

For and behalf of Gujarat Industries Power Company Limited.

(S. N. Purohit)
Chief General Manager (RE & BO)
Gujarat Industries Power Company Limited
Post: Ranoli-391350,
Dist.: Vadodara, Gujarat, India

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DOCUMENTS CHECKLIST:

[Note: Document Checklist shall be attached with Appendix's of the Technical Bid]

Sr. No.	Document	Attached	For Official use
		Yes/No	
1	Complete sets of Bids (original)		
2	Signed Tender Documents in Cover-I		
3	Demand Draft of Tender Fee or Proof of Tender fee (UTR No.) if transferred through online payment mode.		
4	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter		
5	Details of Bidder as specified in Appendix 2		
6	Details of Similar Technical Experience as per Appendix 3		
7	Details of qualified technical staff (Proposed to be associated with assignment) as per the format in Appendix 4		
8	Declaration of compliance as per format prescribed in Appendix 5		
9	No Deviation Certificate as per format prescribed in Appendix 6.		
10	Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 7.		
11	Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8		
12	Format of Summary of audited financial statements as per format prescribed in Appendix 9.		
13	EMD in the form of Bank Guarantee as per format prescribed in Appendix 10 (a): Format of Bank Guarantee for EMD		
14	Format of declaration of eligibility as per format prescribed in Appendix 12.		
15	Attested copy of GST Registration Certificate of Bidder.		
16	Attested copy of Provident Fund Code of Bidder.		
17	Attested copy of PAN Card for Bidder.		
18	Unpriced Copy of Price Bid Format –duly signed as per format prescribed in Appendix-13		
19	Confidentiality Undertaking as per format prescribed in Appendix-14		
20	Copy of this RFP and amendments (if any) with sign and official seal on every page		

DISCLAIMER:

- A) The information contained in this Request for Proposal (“RFP”) or subsequently provided to Bidder(s), in documentary or in any other form, by or on behalf of GIPCL, any of their 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.
- B) This RFP is not an agreement and is neither an offer nor invitation by GIPCL 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 the formulation of their Bid for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by GIPCL or their advisors or employees or agents, 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 GIPCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.
- C. The assumptions, assessments, statements and information contained in this RFP 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.
- D. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL would not have any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- E. GIPCL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), 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 Bid 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 with prequalification of Bidders for participation in the Bidding process.
- F. GIPCL also accept 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. GIPCL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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- G. The issuance of this RFP does not imply that GIPCL is bound to select and short-list prequalified Bids for Bid Stage (the “Bid Stage”) or to appoint the selected Bidder, as the case may be, for the Project[s] and GIPCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H. 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 GIPCL or any other costs incurred in connection with or relating to its Bid proposal.

1 Definition and Interpretation

1.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 “Adjudicator” means the person, who shall be an engineer or a firm of engineers who is appointed by the Company to act as the adjudicator to make a decision on or to settle any dispute or difference between the Company and the Consultant referred to it or her by the parties pursuant to RFP (Adjudicator) hereof.
- 1.1.2 “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.3 “Bid” shall mean the bid submitted by the Bidder in response to the RFP/Tender Document No “GIPCL/RE PARK/PMC/2021-22” issued by the Company.
- 1.1.4 “Bidder” shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;
- 1.1.5 “CEA” means Central Electricity Authority (Government of India)
- 1.1.6 “CERC” means Central Electricity Regulatory Commission
- 1.1.7 “Completion” means that the entire works have been completed as per the Scope of Work.
- 1.1.8 “Consultant/Contractor” shall mean Successful Bidder/Agency/Firm appointed to carry our work as per scope of work defined in this RFP and mutually agreed by both parties.
- 1.1.9 “Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.10 “Consultant’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for execution of work that are to be provided by the Consultant.
- 1.1.11 “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.12 “CTU” means central Transmission Utility
- 1.1.13 “Day” means calendar day of the Gregorian calendar.
- 1.1.14 “DPR” Means Detailed Project Report
- 1.1.15 “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent (LoI) by the Company.
- 1.1.16 “GCC” means the General Conditions of Contract hereof.

- 1.1.17 “Government Authority” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Consultant, the Facility, or the performance of all or any of the services, obligations or covenants of Consultant under or pursuant to this Contract or any portion thereof.
- 1.1.18 “GIPCL” means Gujarat Industries Power Company Limited
- 1.1.19 “Month” means calendar month of the Gregorian calendar.
- 1.1.20 “MNRE” means Ministry of New and Renewable Energy, Government of India
- 1.1.21 “PFR” means Pre-feasibility Report
- 1.1.22 “Owner” means Gujarat Industries Power Company Limited (GIPCL)
- 1.1.23 “Project Manager” means the person appointed by the Company in the manner provided in the RFP (Project Manager) hereof and named to perform the duties delegated by the Company.
- 1.1.24 “PMC” means Project Management Consultancy which broadly comprises service of planning, designing, preparation of tender documents, review engineering, construction supervision as outlined in this RFP.
- 1.1.25 “Prudent Utility Practices” means those practices, methods, techniques and standards, that are generally accepted for use in Project Management Consultancy services taking into account conditions in India.
- 1.1.26 “PGCIL” means Power Grid Corporation of India Ltd.
- 1.1.27 “RFP document” shall mean the bidding document issued by the Company including all attachments vide RFP No. GIPCL/RE PARK/PMC/2021-22
- 1.1.28 “Site” means the land and other places upon which the works are to be carried out, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.29 “STU” means State Transmission Utility
- 1.1.30 “Subcontractor”, including vendors, means any person to whom execution of any part of the work, is sub-contracted directly or indirectly by the Consultant, and includes its legal successors or permitted assigns.
- 1.1.31 “Successful Bidder” means the bidder who has been awarded the Contract and described as Consultant for the “Project”.
- 1.1.32 “WPR” means weekly progress report.
- 1.1.33 “WRLDC” Western Regional Load Despatch Centre.

1.2 Interpretations

- 1.2.1 Language: Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents,

- correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 1.2.2 Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 1.2.3 Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.4 Persons: Words importing persons or parties shall include firms, corporations and government entities.
- 1.2.5 Men: The word 'Men' in this RFP shall mean all genders i.e. male, female and others.
- 1.2.6 Entire Agreement: The Contract constitutes the entire agreement between the Company and Consultant /Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Consultant shall carry out work in accordance with the decision of the Adjudicator.
- 1.2.7 Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 1.2.8 Independent Consultant: Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed.
- i. All employees, representatives or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Company.
 - ii. Not in any case the sub-contractor shall claim or shall put any binding to the Company and the sub-contractor must be handled by the Consultant and the Company shall not be responsible for any claims at any time by the Consultant in relation to the sub-contractor.
- 1.2.9 Non-Waiver
- i. Subject to Clause 1.2.9 (ii) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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- ii. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 1.2.10 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2 Introduction

2.1 About GIPCL

GIPCL (the “Company”) was incorporated in 1985 as Public Limited Company and engaged in business of Electrical Power Generation. The total present capacity of Vadodara (310 MW Gas based + 1 MW Solar + 112.4 MW Wind), Mangrol (500 MW Lignite based + 5 MW Solar + 1 MW Solar) and Gujarat Solar Park (80 + 75 MW Solar) plants is 1084.4 MW. The company is having its registered office at Post: Ranoli-391350, Vadodara, Gujarat.

The Company commissioned first power project; a 145 MW gas based Combined Cycle Power Plant in February, 1992 at Vadodara. The Company expanded its capacity and commissioned 165 MW Naphtha & Gas based Combined Cycle Power Plant at Vadodara in November, 1997 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL.

GIPCL commissioned 250 MW (SLPP Phase-I : 2x125 MW) Lignite based Power Plant at Nani Naroli, District Surat in November, 1999 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL. The Company also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant. Further, SLPP Phase-II: 2 x 125 MW has been commissioned in April 2010.

GIPCL commissioned 112.4 MW Wind Power Projects in the State of Gujarat.

GIPCL is in the business of solar power since 2012 and 5 MW photovoltaic Grid connected Solar Power Plant commissioned at Vastan Mines of Surat Lignite Power Station in January 2012. GIPCL has also commissioned 1 MW Distributed Solar Pilot Project at two locations, (i) Village: Amrol, Anand and (ii) Village: Vastan, Taluka: Mangrol in month of April-2016.

GIPCL has commissioned 2x40 MW (AC) Solar PV Project in the month of August-2017 and 75 MW (AC) Solar PV Power Project in the month of June-2019 at Gujarat Solar Park, Charanka. Further another 100 MW (AC) Solar Project is under execution at Ultra Mega Solar Park, Village Raghanesda, Dist.: Banaskantha, Gujarat.

For detailed profile of company and past financial results, bidders may visit our website: www.gipcl.com.

2.2 Background about Solar/Wind/Hybrid Park:

MNRE has come up with a scheme for development of Solar /Renewable Energy Ultra-Mega Parks. A Park is a concentrated zone of development of Renewable power generation projects and provides developers an area that is well characterized with proper infrastructure, access to amenities and where the risk of the project can be minimized.

The State of Gujarat is endowed with a vast potential of renewable energy. GIPCL is taking all necessary steps to exploit the renewable energy resources for the maximum benefit and support GoI in reaching target of 175 GW by 2022.

Government of Gujarat has allocated land to GIPCL for Development of 2375MW Solar/Wind/Hybrid Park at Great Rann of Kutch. GIPCL would like to develop the entire park with required infrastructure.

GIPCL will develop the Renewable Energy Park up to 2375MW in Phased manner as follows (Tentative time line)

Particular/ Year	May-23	Feb-24	July-25	July-26
Capacity in MW in respective Phase	600	600	600	575
Cumulative Park Capacity in MW	600	1200	1800	2375

In this context, GIPCL is desirous of engaging Consultant for Project Management Consultancy (PMC) services for development of Solar/Wind/Hybrid renewable energy Park at Great Rann of Kutch area, in the State of Gujarat.