



GUJARAT INDUSTRIES POWER CO. LTD

Gujarat

2375 MW CAPACITY SOLAR/WIND/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA, GUJARAT

TENDER ENQUIRY DOCUMENT

FOR

**POOLING SUBSTATION 400/33 KV, 1200 MW (PSS-1,
PHASE-I & PHASE-II OF 600 MW EACH) OF SOLAR/
WIND / HYBRID RE PARK OF 2375 MW CAPACITY
AT GREAT RANN OF KUTCH AREA, GUJARAT**

[Tender Enquiry Doc. No. GIPCL/RE Park/PSS/Phase-I]

VOLUME - I	:	COMMERCIAL SPECIFICATION
VOLUME - II	:	TECHNICAL SPECIFICATION
VOLUME - III	:	ANNEXURES

FICHTNER Consulting Engineers (India) Private Limited

Chennai, India



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Gujarat Industries Power Co. Ltd

Gujarat

Tender Enquiry Document for Pooling Substation 400/33 kV, 1200 MW (PSS-1, Phase-I & Phase-II of 600 MW each) of Solar / Wind / Hybrid RE Park of 2375 MW Capacity at Great Rann of Kutch Area, Gujarat

VOLUME-I

SECTION 1.0

NOTICE INVITING TENDER



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**VOLUME-I****SECTION 1****NOTICE INVITING TENDER (NIT)**

Bid for design, engineering, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning and taking over (by Owner / GIPCL) of 400 kV GIS with 04 nos. 340MVA, 400/33/33kV Power Transformer and associated auxiliary systems for 1200MW PSS-1 of 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL) **UNDER SINGLE EPC BASIS** in accordance with the specifications, terms and conditions of the contract under single point responsibility.

Gujarat Industries Power Company Limited (GIPCL) invites interested parties to participate in this Tender for bidding and selection process for the appointment of Contractor for Design, Engineering, Supply & Procurement, Civil Construction, Erection, Testing, Commissioning and Taking over of 400/33 kV, 1200 MW Pooling Substation (PSS-1, Phase-I & Phase-II of 600 MW each) of 2375 MW Solar/Wind/Hybrid Renewable Energy Park ("the Project") of Gujarat Industries Power Company Limited (Owner).

Tender Document may be downloaded from Web site <https://www.nprocure.com> or <https://gipcl.nprocure.com> (For view, download and on-line submission) and GIPCL website <http://www.gipcl.com> (For view & download only.) Tender fee & EMD shall be paid along with submission of Bid Documents. All the relevant documents of Tender in covers as mentioned shall be submitted physically by **Registered Post A.D. or Speed Post or by Hand Delivery** addressed to: **Shri A K Vaishnav, General Manager (RE Projects & IT)**, Gujarat Industries Power Company Limited, PO: Ranoli -391350, Dist.: Vadodara, Gujarat, superscribing the envelope with Tender No. and Description. "NO COURIER SERVICE" shall be considered for submission of Tender.

TABLE A: IMPORTANT DATES

Sr.	Event	Details
i.	Date of upload of original tender (Document No GIPCL/RE Park/PSS/Phase-I)	: 7 th April, 2022
ii.	Site Visit by Bidders	: 4 th May, 2022 Bidder has to give the name along with their Govt. ID proof by 25 th April, 2022 to GIPCL for the person visiting the site
iii.	Last date and time for receipt of questions/ queries/ clarifications	: 5 th May, 2022
iv.	Date and Time of Pre-bid Meeting /Briefing Meeting (Online)	: 6 th May, 2022 at 11:30 Hrs, Via MS Teams
v.	Online (e-tendering) Tender/Offer submission last date {This is mandatory}	: 7 th June, 2022 Time: 17:00 hours (IST) On n-procure portal for Bid Submission



Sr.	Event	Details
vi.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory}	: 10 th June, 2022 Time: 15:00 hours (IST) Venue: GIPCL Corporate Office, PO: Ranoli - 391 350, Dist. Vadodara.
vii.	Bid Validity	: Offers shall be valid for a period of 6 (Six) months from bid submission due date.
viii.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	: Will be decided by GIPCL (Internal opening by GIPCL)
ix.	a) Opening of Financial Bid b) e-Reverse Auction starts from	: a) Will be decided by GIPCL and will be intimated to Qualified Bidders. b) Will be informed by GIPCL to all qualified Bidders.
x.	Schedule date for Work Completion for Phase-I and Phase-II	: 14 Months from date of Letter of Intent (LoI) for Phase-I & 20 Months from the date of LoI for Phase-II
xi.	Performance Guarantee (PG) Test Period	: Performance Guarantee (PG) Test Period shall start as under: A) If the Contractor successfully completes Operational Acceptance Test (OAT) in first attempt within 10 days from date of commissioning then PG Test Period (within twelve (12) months) will start from the date when the OAT was started. (OR) B) In case the Contractor fails the OAT in the first attempt, the Contractor shall be allowed maximum 30 days (from the first attempt of OAT) for corrective actions and further next OAT shall start on completion of 30 days period or earlier as desired by the Contractor. The PG Test shall start from the date when of second OAT period is started. In case the Contractor fails in the second attempt as well, a penalty will be imposed at 1% of EPC Contract Price. In this case, irrespective of the result (whether pass or fail) of the OAT, the PG Test shall start at the beginning of the second OAT.



Sr.	Event	Details
		C) However, in case of failure of the second OAT, if the Contractor needs more time to further take corrective action at its own discretion, then the same may be allowed by GIPCL without imposing any further penalty on the Contractor towards such subsequent OATs. However, if the Contractor is successful in third attempt then the penalty deducted at the time of unsuccessful 2nd attempt of OAT shall be returned but if the Contractor fails in third attempt of OAT then penalty charged at the time of second unsuccessful attempt of OAT shall not be returned to the Contractor.
xii.	EMD Validity	: 6 (Six) months from bid submission due date or as extended by GIPCL.
xiii.	Queries regarding Pre- Bid meeting	Any queries regarding pre-bid meeting may be forwarded to Contact Person of GIPCL at least three days prior to the Pre-Bid meeting.

Note:

The abovementioned dates are subject to amendment, in which case the bidder is requested to refer amendments/corrigendum.

TABLE B: IMPORTANT AMOUNTS

Sr.	Head	Amount (and Validity)
i.	Tender Fees (non-refundable) to be paid by DD or Online payment as per Procedure given in Appendix-22	: Rs. 29,500/-(25,000 + 18% GST) (Rupees Twenty Nine Thousand Five Hundred Only)
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee/DD or Online payment as per Procedure given in Appendix-22	: Rs. 2.0 Cr. (With a validity as per Clause No. xii of Table A (Important Dates) above.
iii.	Security Deposit cum Performance Bank Guarantee(PBG)	: The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the Contract Value within 30 days after issuance of LOI. The validity period of Security Deposit cum PBG should be for a total period up to 44 months (i.e. 20 months completion period including both Phase-I & Phase-II



Sr.	Head	Amount (and Validity)
		+ 12 months defect liability period + 12 months claim period) from the date of Lol.
iv.	Performance Bank Guarantee (PBG) for Power Transformer and Gas Insulated Switchgear (GIS)	The Contractor shall furnish Performance Bank Guarantee (PBG) equivalent to 3% (three percent) of the Contract Value within 30 days before expiry of Defect Liability Period. The validity period of Security Deposit cum PBG should be for a total period up to 60 months from the date of Taking over of the 1200MW PSS-1.

Note: In case of Online Payment is considered for Tender Fee or EMD, Bidder shall submit the proof of UTR No. in physical and online bid on or before last date of Bid submission.

IMPORTANT NOTE TO BIDDERS:

Timely submission of offer to GIPCL: In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted by RPAD / speed post/ in person in sealed cover only. Otherwise the offer will not be considered and no further communication in this matter will be entertained. **Please note that Price Bid is not to be submitted in physical form.**

No Bid shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and GIPCL does not assume any responsibility for late receipt of the Bid.

1. All interested parties are requested to understand this Tender in detail in order to comply with GIPCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall strictly abide by ALL terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Owner to be considered for participation in this Project.
2. It is **mandatory** for all the Bidders to submit their Financial Bid ONLINE only via e-tendering portal.
3. **Technical Bid (Techno-commercial unpriced Bid)** to be submitted both in physical as well as soft copy (online). It is mandatory for all the bidders to submit their Technical Bid (Techno- commercial unpriced Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial unpriced Bid) in Three (3) copies (1 Original+ 2 Copies) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial unpriced bid).



Technical Bid (Techno-commercial unpriced Bid) envelope shall be superscribed as: **Pooling Substation 400/33 kV, 1200 MW (PSS-1, Phase-I & Phase-II of 600 MW each) of Solar / Wind/ Hybrid RE Park of 2375 MW Capacity at Great Rann of Kutch Area, Gujarat.**

4. All the envelopes shall be addressed to: Shri A. K. Vaishnav, General Manager (RE Projects & IT), Gujarat Industries Power Company Limited (GIPCL), PO: Ranoli-391350, Dist.: Vadodara, Gujarat. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.
5. Tender Fee and EMD shall be submitted in two separate envelopes.
6. Tender fee (non-refundable) will be accepted by DD drawn in favour of the Gujarat Industries Power Company Limited payable at Vadodara or Online payment as per Procedure given in Appendix-22. Bids submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be super scribed as "Tender Fee". Cheques are not acceptable.
7. Bidder(s) have to pay total EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee/DD in favour of "Gujarat Industries Power Company Limited" payable at Vadodara or Online payment as per Procedure given in Appendix-22. The envelope for EMD should be super scribed as "EMD". Cheques are not acceptable.
8. It is mandatory for all Bidders to submit their Price Bid only through on-line (e-tendering) mode. Price Bids submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation. Bidders to note that Price Bid of only those Bidders shall be opened (On-line- tendering) who are found technically qualified and are found reasonably responsive to GIPCL's Tender terms and conditions and Scope of Work.
9. Any technical/commercial query pertaining to this Tender should be referred to:

Shri A. K. Vaishnav

General Manager (RE Projects & IT)

Gujarat Industries Power Company Limited

P.O.:Ranoli-391 350,

Dist: Vadodara, Gujarat, India

Tel.:+91-265-2232768 (Extn: 4343) / +91-265-2230182

Fax: +91-265-2230029

Email: akvaishnav@gipcl.com, reparc@gipcl.com

10. Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license 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 e-reverse 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.

To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Technical bid (In EMD cover); so that the bidder shall be allowed to participate the e-Reverse Auction.

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 Bids 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.

(A. K. Vaishnav)
Gujarat Industries Power Company Limited
PO: Ranoli-391350,
Dist.: Vadodara, Gujarat, India

**APPENDIX –1.1 : DOCUMENT CHECKLIST**

[Note: Document Checklist shall be attached with Appendix 1 of the Technical Bid]

Sr. No.	Document	Attached? (Yes/ No)	For Official Use
1.	Complete sets of Bids (original and copies)		
2.	Signed Tender Documents in Cover-I		
3.	Demand Draft of Tender Fees		
4.	Document as per Clause No. 2.0 of Section 2- ITB		
5.	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter Cover		
6.	Details of Bidder as per format prescribed in Appendix 2		
7.	Details of similar Technical Experience as per format prescribed in Appendix 3		
8.	Project Plan as mentioned in Appendix 4: Format for Project Execution Plan.		
9.	Details of qualified technical staff as per format prescribed in Appendix 5		
10.	Declaration of compliance as per format prescribed in Appendix 6		
11.	Self-Certification and Declaration as per format prescribed in Appendix 7		
10.	No Deviation Certificate as per format prescribed in Appendix 8.		
11.	Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 9.		
12.	Attested copy of GST Registration Certificate of Bidder.		
13.	Attested copy of Provident Fund Code and ESI Registration No. of Bidder.		
14.	Attested copy of PAN Card for Bidder.		
15.	Certificate of Commencement of Business issued by the Registrar of Companies for Bidder.		
16.	Power of Attorney as authorized signatory as per format prescribed in Appendix 10		
17.	Format of Summary of audited financial statements as per format prescribed in Appendix 11.		
18.	Format for Availability of Unutilized Line of Credit as per format prescribed in Appendix 12		



Sr. No.	Document	Attached? (Yes/ No)	For Official Use
19.	Format of Authorization by Parent Company as per Format prescribed in Appendix 13		
20.	Format of Financial Proposal (Unpriced) as per format prescribed in Appendix 14		
21.	EMD in the form of Demand Draft or/ Bank Guarantee as per format prescribed in Appendix16 (A): Format of Bank Guarantee for EMD		
22.	Format for Undertaking as per format prescribed in Appendix 19		
23.	Form of Declaration of Eligibility as per Appendix-20		
24.	Format for Confidentiality Undertaking as per Appendix-21		
25.	Copy of this Tender Enquiry Document (TED) and amendments (If any) with sign and official seal on every page		
26.	A comprehensive project management schedule in the form of Gantt Chart / MS Project for execution plan		
27.	Form of declaration on procurement form Sub-vendor / OEMs as per Appendix-24		
28.	Scope of Insurance complying to Appendix-25 – Insurance requirements		
29.	Format for Qualifying Requirement Data as per Appexndix-26		
30.	Form of Deed of Joint Undertaking as per Appendix-27		
31.	Form of Deed of Joint Undertaking to be executed by the bidder / contractor along with Indian GIS manufacturers who has been associated for sourcing of GIS equipment as per Appendix-27B		
32.	Form of Declaration of the Contract Labour (regulation and abolition) Act 1970 & the Contract Labour (P&R) Gujarat rules 1972 and amendments from time to time as per Appendix-28		
33.	Form of Declaration of the Electrical Contractor License from State of Gujarat as per Appendix-29		
34.	Form of Declaration of Non-conviction by Court of Law as per Appendix-30		
35.	Filled & Signed copy of Section-3.0, Vol.-II "TECHNICAL DATA SHEETS & SCHEDULES".		
36.	Form of Declaration of the compliance to Public Procurement to provide for Purchase Preference (Linked with local content) as per Appendix-31		



APPENDIX –1.2 : DISCLAIMER

- A) The information contained in this Tender Enquiry Document (“TED”) 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 TED and such other terms and conditions subject to which such information is provided.
- B) This TED 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 TED is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this TED. This TED 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 TED 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 TED.
- C) The assumptions, assessments, statements and information contained in this TED 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 TED and obtain independent advice from appropriate sources.
- D) Information provided in this TED 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TED and any assessment, assumption, statement or information contained therein or deemed to form part of this TED 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 TED. 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 TED.
- G) The issuance of this TED 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 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. All such costs and expenses will remain with the Bidder and the GIPCL 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 proposal regardless of the conduct or outcome of the Bidding process.



APPENDIX –1.3 : DEFINITION& INTERPRETATION

1.0 DEFINITION& INTERPRETATION

1.1 Definitions

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

- 1.1.1 “Approved/Approval” means approved in writing
- 1.1.2 DELETED.
- 1.1.3 “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.
- 1.1.4 “Accepted Delivery Schedule” means the delivery schedule as per contract and any authorized extension issued by GIPCL.
- 1.1.5 “Bid” shall mean the documents submitted by the Bidder in response to the Tender Enquiry Document No. “GIPCL/RE Park/PSS/Phase-I” issued by the Company.
- 1.1.6 “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;
- 1.1.7 “CEA” means Central Electricity Authority of India.
- 1.1.8 “Commissioning” means integrated activity covered under ‘Preliminary operation’, ‘Initial operation’, ‘Trial Operation’ and putting the pooling sub-station in service, Date of successful completion of commissioning works & connecting the pooling sub-station to Grid (If transmission line and grid sub-station is available) or Taking over of the pooling sub-station by the Owner in case the grid connectivity is not available even after 6 months from Mechanical Completion, will be the Date of Commissioning.
- 1.1.9 “Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.
- 1.1.10 “Company” means Gujarat Industries Power Company Limited (GIPCL) and includes the legal successors or permitted assigns of the Company.
- 1.1.11 “Contract” or “Contract Agreement” means the Contract signed between the Company (GIPCL) and the Contractor to execute the entire Scope of Work as given in Appendix 17: Contract Agreement.
- 1.1.12 “Contract Documents” means the documents listed in Appendix 17: Contract Agreement.
- 1.1.13 “Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.



- 1.1.14 “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.15 “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.
- 1.1.16 C.I.F” shall mean Cost, Insurance and Freight.
- 1.1.17 “Completion Certificate” shall mean the certificate to be issued by the Owner or his representative when the works have been completed to his satisfaction.
- 1.1.18 “Codes” shall unless otherwise specified in these contract documents mean the applicable codes or standards of the country of origin of materials. This shall mean the following, including the latest amendments and/ or replacements, if any;
- Indian Electricity Act, 2003, and Rules and Regulations made there under.
 - Indian Factory Act, 1948, and Rules and Regulations made there under.
 - Indian Explosives Act, 1884, and Rules and Regulations made there under.
 - Indian Petroleum Act, 1934, and Rules and Regulations made there under.
 - ASME Test Codes, AIEE Test Codes, IEEE Codes, IEC Codes
 - American Society of Materials Testing Codes.
 - Standards of the Bureau of Indian Standards.
 - Approved Indian Rules or, Regulations by CEA/PGCIL/POSOCO/NLDC/RLDC related to the subject matter of the Contract.
 - Other Internationally approved Standards and / or Rules and Regulations related to the subject matter of the Contract.
 - Any other code/ standard published by Government of India/ other agencies and Institutions having a bearing over the performance of the Contract.
 - Gujarat State Pollution Board and Central Pollution Board requirement in India.
 - Any other Act as that is covered in the Specification.
 - CEA Regulations, IEGC code, CEA standard technical specification, guideline and norms
- 1.1.19 “Day” means calendar day of the Gregorian calendar.
- 1.1.20 “Defect Liability Period” means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for rectification of defects with respect to the Facilities (or the relevant part thereof) as provided in Clause No. 35 of Section-6- ECC (Defect Liability) hereof.
- 1.1.21 “Drawings” shall mean all:
- Drawings furnished by the Purchaser/Consultant as a basis for proposal.
- Supplementary drawings furnished by the Purchaser/Consultant to clarify and to define in greater detail the intent of the contract.
- Drawings submitted by the Bidder with his proposal provided such drawings are acceptable to the Purchaser.



Drawings furnished by the Purchaser/Consultant to the Contractor during the progress of the works. Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are approved by the Purchaser.

- 1.1.22 "Destination" means the location where the item is specified to be delivered and where it will be accepted by the Purchaser.
- 1.1.23 "Effective Date" for this Contract shall mean the date of issuance of Letter of Intent (LOI) by the Company.
- 1.1.24 The term "Equipment Portion" of the 'Contract Price' shall mean FOR value of the equipment.
- 1.1.25 The term 'Erection Portion' of the 'Contract Price' shall mean the value of field activities of the 'works' including port clearance, if any, inland transportation, handling and storage, erection, testing and putting into satisfactory operation including successful completion of performance tests to be performed at site by the Contractor and cost of insurance.
- 1.1.26 "FI" means Fichtner Consulting Engineers (India) Pvt Ltd.
- 1.1.27 "Final Acceptance" shall mean the Owner's written acceptance of the works performed under the contract after successful completion of performance guarantee or acceptance test, and fulfillment of all contractual obligations.
- 1.1.28 "Gross Power Output" shall mean the total electrical output of the facility/equipment based on the facility/equipment operating under normal conditions as its MCR (Maximum Continuous Rating), while not exceeding the guaranteed temperature rise limits and losses etc. as specified at the modes of operation, as further specified in this Contract.
- 1.1.29 "Facilities" means the Plant and Equipment to be supplied and installed, by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the 400kV GIS Pooling Substation (PSS-1 of 1200MW).
- 1.1.30 "GCC" means the General Terms and Conditions of Contract hereof.
- 1.1.31 "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 Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.
- 1.1.32 "Guarantee Test(s)" means the Performance & Guarantee test(s) specified in the (Guarantee Test) to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.
- 1.1.33 "GIPCL" means Gujarat Industries Power Company Limited
- 1.1.34 "Handing Over" shall mean the Purchaser's written acceptance of the works performed under the Contract, after successful completion of Performance Guarantee Tests and fulfillment of contractual obligations.
- 1.1.35 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site



preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, training of Company's personnel etc.

- 1.1.36 "Month" means calendar month of the Gregorian calendar.
- 1.1.37 "MNRE" means Ministry of New and Renewable Energy, Government of India.
- 1.1.38 "MCR" – "Maximum Continuous Rating" is defined as the capacity of the equipment to deliver the maximum possible gross power output corresponding to the minimum ambient temperature at the specified modes of operation at site.
- 1.1.39 "Owner/Purchaser" means Gujarat Industries Power Company Limited (GIPCL)
- 1.1.40 "OEM/Sub-Vendor" means the Original Equipment Manufacturer
- 1.1.41 "PGCIL" means Power Grid Corporation of India Limited.
- 1.1.42 "PMC" means Project Management Consultant, i.e., Fichtner Consulting Engineers (India) Pvt. Ltd.
- 1.1.43 "Project Manager" means the person appointed by the Company in the manner provided in the TED hereof and named to perform the duties delegated by the Company.
- 1.1.44 "Prudent Utility Practices" means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturer's operation and maintenance guidelines.
- 1.1.45 "POSOCO" means Power System Operation Corporation Limited.
- 1.1.46 "RFP document" shall mean this Tender Enquiry Document issued by the Company including all attachments vide RFP No. GIPCL/RE Park/PSS/Phase-I
- 1.1.47 "Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.48 "Subcontractor", including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.1.49 "Successful Bidder" means the bidder who has been awarded the Contract and described as Contractor for the "Project".
- 1.1.50 "TED" shall mean this Tender Enquiry Document issued by the Company including all attachments vide RFP No. GIPCL/RE Park/PSS/Phase-I
- 1.1.51 "Time for Completion" shall be the date on or before which Commissioning of the Facility has to be achieved to the satisfaction of the Company and such date is specified in NIT.
- 1.1.52 "WRLDC" means Western Regional Load Dispatch 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 TED 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 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 Owner whose decision shall be binding on the Contractor.
- 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 Contractor:** Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.
- i. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Contractor 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 Contractor and the Company shall not be responsible for any claims at any time by the Contractor 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.



- 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.

1.2.11 **Country of Origin:** "Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, as the case may be, and from which the services are provided. This shall be according to MNRE/Govt. guidelines.



APPENDIX –1.4 : INTRODUCTION

1.0 INTRODUCTION

1.1 About the Company

1.1.1 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 MW Solar) plants is 1009.4 MW. The company is having its registered office at P.O. Petrochemical, 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 Project 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 Power 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 PV Power Project has been commissioned in the month of August-2021 at Raghnesda Ultra Mega Solar Park, Dist. Banaskantha.

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

1.2 About the Project

GUJARAT INDUSTRIES POWER COMPANY LIMITED is developing a 2375 MW Capacity Ultra Mega Solar/Wind/Hybrid Renewable Energy Park having necessary Infrastructures like internal & external road, storm water drainage, water supply system including desalination plant, power evacuation system including transmission line, street lighting, fencing, creation of bund (if required), administrative buildings, telecommunication system, security etc. GIPCL would like to develop the Renewable Energy Park up to 2375MW in Phased manner as follows (Tentative time line),



Particular/ Phases & Year	Phase-I (Nov-2023)	Phase-II (Feb-2024)	Phase-III (July-2025)	Phase-IV (July-2026)
Capacity in MW in respective Phase	600	600	600	575
Cumulative Park Capacity in MW	600	1200	1800	2375

- 1.2.1 In this **context**, GIPCL has decided to undertake a competitive bidding process for selection of the EPC contractor for Design, Engineering, Supply & Procurement, Construction, Erection, Testing, Commissioning of Pooling Substation 400/33 kV, 1200 MW (PSS-1, Phase-I & Phase-II of 600 MW each) of Solar/Wind/Hybrid RE Park of 2375 MW Capacity at Great Rann of Kutch Area, Gujarat
- 1.2.2 The details of the facilities which the Company requires to be set up in the present instance and for which Bids are hereby invited are described in this TED. The overall responsibility of complete Scope of Work rests with the Contractor.