Volume-I

## EPC PACKAGE WITH LAND FOR DEVELOPMENT OF UP TO 500 MW (AC) SOLAR PV PROJECT ANYWHERE IN THE STATE OF GUJARAT

SECTION – 1 SHEET 0 OF 15



#### **NOTICE INVITING TENDER**



### **GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL)**

GIPCL CORPORATE OFFICE, PO: RANOLI-391 350 DIST.: VADODARA, GUJARAT

## **Notice Inviting Tender**

For

EPC PACKAGE WITH LAND FOR DEVELOPMENT OF UP TO 500 MW (AC) SOLAR PV PROJECT ANYWHERE IN THE STATE OF GUJARAT INCLUDING COMPREHENSIVE O&M FOR FIVE YEARS

[Tender Enquiry Doc. No. GIPCL/Solar/EPC/2023-24]

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### **NOTICE INVITING TENDER**

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#### **NOTICE INVITING TENDER**

## **DISCLAIMER**

- 1. Though adequate care has been taken while preparing the tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Owner/GIPCL immediately. If no intimation is received from any bidder within 10 (Ten) days from the date of issuance of Tender documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- 2. GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL) reserves the right to modify, amend or supplement this document.
- 3. While this tender document has been prepared in good faith, neither GIPCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- 4. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of GIPCL, except in the case of brief quotations embodied in critical reviews and certain other noncommercial uses permitted by copyright law.
- 5. This Tender document 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 Tender document is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this Tender document. This Tender document 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 Tender document 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 Tender document.

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#### **NOTICE INVITING TENDER**

### **ACRONYMS**

NIT Notice Inviting Tender

**IFB** Invitation for Bids

Instructions to Bidders ITB

BDS Bid Data Sheet

GCC **General Conditions of Contract** 

SCC **Special Conditions of Contract** 

TS **Technical Specifications and Drawings** 

Cost, Insurance and Freight CIF

CIP Carriage and Insurance paid to (place)

Critical Path Method CPM

EDI Electronic Data Interchange

**EXW** Ex-factory, ex works or ex warehouse

FCA Free Carrier

FOB Free on Board

FΡ Forms & Procedures

International Chamber of Commerce ICC

**INCOTERMS**: International Rules for International Trade Law.

Net Electrical Energy Generation Guarantee NEEGG

Standard Test Conditions (Irradiance: 1000 Watt/m2, AM: 1.5, cell STC

temperature: 25°C)



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#### NOTICE INVITING TENDER

#### 1.0. INTRODUCTION

#### 1.1. About the Company

**Gujarat Industries Power Company Limited (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), Gujarat Solar Park, Charanka (2x40 MW + 75 MW Solar) and Raghanesda Ultra Mega Solar Park (100 MW Solar) is 1184.4 MW. The company is having its registered office at P.O. Ranoli-391 350, Vadodara, Gujarat.

The Company commissioned its 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 has 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 Raghanesda Ultra Mega Solar Park, Dist. Banaskantha.

GIPCL has also been allotted land for development of a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat.

600MW solar project at Khavda RE Park is also under execution.

For detailed profile of company and past financial results, bidders may visit website: <a href="https://www.gipcl.com">www.gipcl.com</a>.



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### 1.2. About the Project

In line with the thrust of Govt. of Gujarat and Govt. of India, the company is aggressively pursuing various opportunities in Renewable Energy sector and planning to further enhance its dominance in the Solar.

Gujarat Alkalis and chemicals limited (GACL) is one of the promotors of GIPCL. GACL is having solar power requirement of up to 500MW (AC) in the state of Gujarat. GIPCL has tied up for selling of power to GACL under Group Captive mode.

In this context, GIPCL has decided to undertake a competitive bidding process for selection of the EPC Contractor for development of up to 500 MW (AC) Grid connected Solar PV projects anywhere in the State of Gujarat.

### 1.3. Scope of Work

GIPCL invites interested parties to participate in this Tender for bidding and selection process for the appointment of Contractor for **EPC Package** which shall include (but not limited to) identifying and arranging the required Land, design, engineering, manufacturing, procurement, supply, packing and forwarding, transportation, insurance at all stages, receipt & unloading, storage, construction, civil works, Installation, testing and commissioning, performance demonstration and operational acceptance along with power evacuation system up to GETCO substation for the 500 MW (AC) Grid Interactive Solar PV Power Plant on EPC basis in accordance with the specifications, terms and conditions of the contract under single point responsibility. It also includes the comprehensive O&M contract for three (03) years for the solar PV plant including Switchyard, transmission lines and EHV bay at STU (GETCO) substation.

### I. Scope of Work for Solar Plant up to interconnecting Sub-Station:

- 1. Identification, acquisition, and complete transfer of ownership/lease of encumbrance free land in favour of GIPCL.
- 2. Identifying and arranging Grid Connectivity at GETCO Sub-station/MGVCL Periphery @400/220/66/11kV level with all required clearances/permissions and approval.
- 3. All EPC works required for Development of Solar PV Project with PV modules along with power evacuation system and telemetry up to interconnecting grid substation as per detailed technical Specifications and applicable technical standards. The specification also includes CCTV and all related additional items pertaining to Reactive power compensation also.
- 4. Performance testing for demonstration of Guaranteed Generation at interconnection point.
- 5. Supply of Mandatory spares.
- II. Operation & maintenance of complete Solar PV plant including Switchyard and power evacuation system till interconnecting grid substation (including grid



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substation bays) along with consumables and spare parts for a period of Five (05) years from the date of commissioning

### 2.0. TABLE A: IMPORTANT DATES

Sr. No.	Event	Details	
i.	Date of upload of original tender (Tender Document No GIPCL /Solar/EPC/2023-24)	15 <sup>th</sup> Feb 2024	
ii.	Tender Document Downloading	https://gipcl.nprocure download and on-lin	//www.nprocure.com or e.com (For view, e submission) and GIPCL gipcl.com (For view &
iii.	Minimum Bid Capacity to be offered by Bidder	Connectivity to be granted in GETCO s/s	Minimum Bid Capacity in MW (AC)
		400/220/132/66kV	25 MW (AC)
		11kV in MGVCL territory	16 MW (AC) single project cannot be less than 4 MW and total 16 MW capacity shall be within radius of 5 KM from each other
iv.	Last date and time for receipt of Pre-bid queries/ clarifications	04 <sup>th</sup> March 2024	
V.	Date and Time of Pre-bid Meeting /Briefing Meeting (Online)	05 <sup>th</sup> March 2024 at	11:30 Hrs, Via MS Teams
vi.	Online (e-tendering) Tender/Offer submission last date {This is mandatory}	2 <sup>nd</sup> April, 2024 Time: 17:00 hours On n-procure porta	(IST) I for Bid Submission
vii.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory}	3 <sup>rd</sup> April, 2024 Venue: GIPCL Corp PO: Ranoli - 391 35	oorate Office, 50, Dist. Vadodara.
viii.	Bid Validity	Offers shall be valid months from bid su	d for a period of 06 (Six) bmission due date.

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Sr. No.	Event	Details
ix.	Date of opening of Tender Fee, EMD Cover, and Technical Bid Physical as well as Online opening	Will be decided by GIPCL (Internal opening by GIPCL)
x.	<ul><li>a) Opening of Financial Bid</li><li>b) e-Reverse Auction starts from</li></ul>	<ul><li>a) Will be decided by GIPCL</li><li>b) Will be informed by GIPCL to all qualified Bidders.</li></ul>
xi.	Schedule date for Commissioning of up to 500 MW (AC) Projects	As given in the Tender Document
xii.	EMD Validity	06 (Six) months from bid submission due date or as extended by GIPCL.
xiii.	Tentative Date for completion of Operational Acceptance Test	30 Days from the date of Commissioning.
xiv.	Operational Acceptance Test (OAT)-Test Period & start of O&M Period	Operational Acceptance Test (OAT) Period shall start as under:  A) If the Contractor successfully completes Operational Acceptance Test (OAT) in first attempt within 30 days from date of commissioning, then PG Test Period and O&M Period 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 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 and the O&M period 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.



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## **NOTICE INVITING TENDER**

Sr. No.	Event	Details
		Price (including taxes and duties).  In this case, irrespective of the result (whether pass or fail) of the OAT, the PG Test and O&M Period shall start at the beginning of the second OAT.  The start of O&M and first year operation shall be considered after successful completion of operational acceptance test or 60 days from date of commissioning of Solar Project whichever is earlier. Further all the guarantees related to NEEGG shall also be applicable.  (OR)  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.  D) In any case the start of O&M period and first year operation shall be considered after successful completion of operational acceptance test or 60 days from date of commissioning of Solar Project whichever is earlier. Further all the guarantees related to NEEGG shall also be applicable.
xv	Operation and Maintenance (O&M) Period	Upon start of OAT Test Period as per Clause No. xiv above for a period of Five (05) years.



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## **NOTICE INVITING TENDER**

Sr. No.	Event	Details
xvi	Maximum Successful Bid Capacity in MGVCL Territory with 11kV connectivity	110 MW (AC)
xvii	Minimum Net Electrical Energy Guaranteed Generation (NEEGG)	Bidder shall quote minimum 24 % CUF i.e. 21,02,400 kWh per MW for first year at GETCO sub-station end. For submission of NEEGG bidder shall consider the irradiation data of Solargis and submit the PVsyst report along with technical bid.

#### Note:

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

### **TABLE B: IMPORTANT AMOUNTS**

Sr. No.	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. 2,950/-(2,500 + 18% GST) (Rupees Twenty-Nine Hundred Fifty Only)
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee/DD or Online payment as per Procedure given in Appendix-22	Rs. 03 Lakh per MW (AC). (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 EPC Contract Price within 01 month after issuance of LoI. The validity period of PBG should be for a total period up to (Completion Period + 12 Months + 03 Months) from the date of LoI or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.



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O&M Bank Guarantee (O&M iv.

5% of total EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xiv of Table A (Important Dates) above for a period to the 90 days beyond completion of the O&M Period mentioned in Clause No. xv of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period and recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period.

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.

#### 3.0. PRE-QUALIFYING REQUIREMENTS

Qualification of Bidder will be based on meeting the criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. Bidder shall furnish documentary evidence in support of the qualifying requirement stipulated below:

GIPCL/Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance of similar capacity and nature within scheduled timeline; (vii) customer feedback; (viii) banker's feedback; (ix) commissioned within last seven (7) years as on the date of bid submission etc.

#### 3.1. **Technical**

### Route-1:

The Bidder should have designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 40 MWp or higher, out of which at least one plant should have been of 10 MWp or higher capacity. The reference plant of



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10 MWp or higher capacity must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.

OR

#### Route-2:

The Bidder should be a developer of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 40 MWp or higher, out of which at least one plant should have been of 10 MWp or higher capacity. The reference plant of 10 MWp or higher capacity must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.

OR

## Route-3: (applicable in case Bidder is bidding for solar projects in MGVCL territory with evacuation at 11kV in the MGVCL grid)

The Bidder should have designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 10 MWp or higher, out of which at least one plant should have been of 4 MWp or higher capacity. The reference plant of 4 MWp or higher capacity must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening

#### Route-1 & 2 is for project connected with 66kV and above voltage level

Notes for Route-1, 2 & 3:

- 1. For Route 1 & 2, The reference SPV based grid-connected power plant of 10MWp or above capacity should be at a single location developed by Bidder for itself or any other client.
- 2. For Route -1 &3, bidder shall submit certificate of successful completion and operation from the Owner.
- 3. Direct/Indirect Order
  - The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the bidder along with its techno-commercial bid in support of bidder's claim of meeting the qualification requirement as per Route-1 above. Bidder shall also submit a certificate of successful completion and operation from the Owner.
- 4. For Route-2, bidder shall submit certificate of successful commissioning of the project issued from Government Renewable Nodal Agency/ Government Enterprise/ Discom/ Electricity Board etc.
- 5. For Route-2, bidder shall submit evidence of successful operation from intermediary procurer/ procurer/Discom/ Electricity Board etc.
- 6. EPC projects with solar PV module supplied by developer/owner as free issue item to EPC contractor shall also be considered eligible for route 1 and 3 of eligibility criteria

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- 7. Bidder shall submit identification and arrangement of land for the proposed project along with the Bid
- 8. Bidder shall indicate availability and feasibility of Connectivity and evacuation of power form the proposed project to State Grid

#### 3.2. Financial

- (i) Annual Average financial Turnover of the Bidder for last three (3) financial years shall be at least Rs. 1.5 Crores per MW capacity quoted by the Bidder.
- (ii) The Net Worth of the Bidder during the last financial year shall be positive, wherein the Net Worth shall be calculated as follows:

Net Worth = (Equity + Reserves) - (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).

The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth. A certificate from CA shall be submitted along with the bid certifying the turn over & net worth to meet the qualifying criteria.

- (iii) The Bidder shall submit audited annual report of last three financial years like FYs 2021-22, 2022-23 and 2023-24 (if not audited then certification from Chartered Accountant shall be required).
- (iv) In case a Bidder is a 100 % subsidiary company & does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the subsidiary Company. In such an event, the Bidder would be required to furnish along with its Techno- Commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award. Over and above bidder shall submit unconditional Bank Guarantee equivalent but not less than 5 % of EPC price from holding company which shall be furnished within ten (10) days after Notification of Award.

#### 3.3. OTHER CRITERIA FOR QUALIFICATION

- i. The Bid of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have valid Proof of Permanent EPF account no., ESI registration no. and valid GST no.
- ii. The Bidder should have valid licenses under The Contract Labour (Regulation & Abolition) Act, 1970 & The Contract Labour (P & R) (Gujarat) Rules 1972 and amendment from time to time & as specified in the Labour Engagement clause below and should give an undertaking that he will get himself registered within one month if work is allotted to him.

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iii. The bidder should have valid electrical contractor license from State of Gujarat. If not, the bidder should give an undertaking that he will get himself registered within one month if the work is allotted to him.

### iv. Labour Engagement

- a) The Contractor shall be responsible to provide all wages and allied benefits to its labours engaged for execution of the project work. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
- b) Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act,1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Contractor.
- c) The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.
- d) The successful Bidder shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within One (1) month of the issue of Detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice and its EMD and/ or performance guarantee shall be forfeited.
- v. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted/banned/de-listed/debarred from any Public Sector undertakings of Central Govt./ State Govt. /SEBs / Corporations/ GIPCL / GUVNL / GERMI / GETCO/ CEA/ etc.
- vi. The experience list shall include only projects executed by Bidder himself as a turnkey contractor which shall include entire Engineering, Procurement, Supply & Installation and not as a sub-contractor. The list of projects executed shall clearly mention name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.
- vii. The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. GIPCL reserves the right to confirm / verify any data or information through their own sources. GIPCL also may contact directly the references given for the project executed and may also visit the site, manufacturing facilities & sub- vendors works etc., physically to ascertain capabilities of the applicant, if so desire at their own cost. Bidder may have to facilitate GIPCL for any such visit.
- viii. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria.

## GIPC

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- ix. The Bidder or its Proprietor / Partner(s) / Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. A self-attested Declaration certificate on the Letterhead of the Company shall be submitted.
- x. GIPCL shall also take into account past experience of Project execution by Bidder for GIPCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection on following criteria. GIPCL decision regarding the same shall be final & binding to the bidder.
- xi. Bidder should not have executed any project(s) making inordinate delay beyond the scheduled completion period, solely attributable on bidder's part excluding any Force Majeure conditionalities, for the project of similar project in nature. Bidder shall submit undertaking for the same as part of Bid submission document.
- xii. GIPCL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for GIPCL based on reasonable grounds/ reasons for such rejection/disqualification. GIPCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.
- xiii. Bids submitted with Conditionalities, without "No Deviation" Form as stipulated in GIPCL Tender will not qualify for Techno Commercial eligibility and acceptance and further evaluation.

The Bidder should meet all the above eligibility criteria as on the bid due date. The bids of only those bidders, who meet the Bidder's Eligibility Criteria, will be considered for further evaluation.

Notwithstanding anything stated above GIPCL reserves the right to verify all statements/ information submitted to confirm the Bidders claim on experience and to assess the Bidders capability and capacity to perform the contract should the circumstances warrant such an assessment in the overall interest of the project.

Further, notwithstanding the above, GIPCL reserves the right to accept or reject any BID and to annul the process of submission of BID and reject all or any BID, at any time without assigning any reason thereof. GIPCL shall not in any way be responsible or liable for any loss, damage or inconvenience caused to the bidders on account of the rejected bids. GIPCL shall be under no obligation to inform the respective bidder(s) of the rejection and / or ground for rejection.

#### 4.0. SUBMISSION OF BIDS

#### 4.1. Technical Bid (Techno-commercial unpriced Bid)

Bidder to ensure that the bids are submitted Online (e-tendering) as well as in physical form within the scheduled time as specified in 2.0 Table A above. Technical bid in any one form i.e. Online or in physical submission, shall not be considered. In the



## EPC PACKAGE WITH LAND FOR DEVELOPMENT OF UPTO 500 MW (AC) SOLAR PV PROJECT ANYWHERE IN THE STATE OF GUJARAT

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event of any discrepancies in the physical document submitted, the documents submitted online will be considered as final and evaluated.

Technical Bid (Techno-commercial unpriced Bid) in Two (2) physical hard copies (1 Original+ 1 Copy) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial unpriced bid).

#### 4.2. Financial Bid

It is **mandatory** for all the Bidders to submit their Financial Bid **ONLINE only** via etendering portal. **Please note that Price Bid is not to be submitted in physical form**. Price Bids submitted in physical form shall not be considered for its opening and only online 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.

- 4.3. 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 specified. All such documents should be strictly submitted by RPAD / speed post/ in person in sealed cover only. Otherwise, the offer submitted Online will not be considered and no further communication in this matter will be entertained.
- 4.4. Technical Bid (Techno-commercial unpriced Bid) envelope shall be superscribed as: EPC Package with Land for development of up to 500 MW (AC) Solar PV Project anywhere in the state of Gujarat. All the relevant documents of Tender in respective covers as mentioned in the Tender document shall be submitted 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 -391 350, Dist.: Vadodara, Gujarat,

superscribing the envelope with Tender No. and Description. "NO COURIER SERVICE" shall be considered for submission of Tender.

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.

#### 5.0. IMPORTANT NOTE TO BIDDERS

- (i) The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.
- (ii) Deleted

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- (iii) 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.
- (iv) 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.
- (v) Tender Fee and EMD shall be submitted in two separate envelopes.
- (vi) 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.
- (vii) Bidder(s) have to submit EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of:
  - Bank Guarantee issued by Nationalized Banks or other Banks as per the List (a) of Banks mentioned in Section-6, Appendix-15.
  - Demand Draft in favour of "Guiarat Industries Power Company Limited" (b) payable at Vadodara or through Online payment as per Procedure given in Section-6 Appendix-22.

The envelope for EMD should be super scribed as "EMD". Cheques are not acceptable.

(viii) Any technical/commercial guery pertaining to this Tender should be referred to:

Shri A. K. Vaishnav General Manager (RE Projects & IT) **Guiarat Industries Power Company Limited** P.O.:Ranoli-391 350,

Dist.: Vadodara, Gujarat, India

Tel.:+91-265-2234343 / +91-265-2230182

Fax: +91-265-2230029

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

Bidders who wish to participate in this tender will have to procure or should have (ix) 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.

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### **NOTICE INVITING TENDER**

- (x) 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.
- (xi) 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

- (xii) Bidder may visit https://www.nprocure.com/html/faq.asp for information regarding e- tendering registration process.
- (xiii) To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a> and it is mandatory to submit the same along with physical Technical bid so that the bidder shall be allowed to participate the e-Reverse Auction.
- (xiv) Tender Documents (PDF Format) can be downloaded from Web site <a href="https://www.nprocure.com">https://www.nprocure.com</a>, <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> or <a href="https://www.gipcl.com">https://gipcl.nprocure.com</a> or <a href="https://www.gipcl.com">https://gipcl.nprocure.com</a> or <a href="https://www.gipcl.com">https://www.gipcl.com</a>.
- (xv) 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.