



RFP Document No.

GIPCL/PARK/DPR/2020/

13th Aug, 2020

APPOINTMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF UP TO 2500 MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT



Issued by:

Gujarat Industries Power Company Ltd.(GIPCL)

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Gujarat Industries Power Company Limited (GIPCL)

(Regd. Office: PO: Petrochemicals-391346, Dist: Vadodara, Gujarat)

Website: - www.gipcl.com



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MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT
GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT**

ISSUED BY:

CHIEF GENERAL MANAGER (RE & BO)

GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL)

ON

13th Aug- 2020

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SECTION-1: NOTICE INVITING TENDER (NIT)



GUJARAT INDUSTRIES POWER COMPANY LIMITED

P.O Petrochemicals,
Dist.: Vadodara-391346, Gujarat, India.
Tel.:+91-265-2230185 / +91-265-2232768/2213
Fax: +91-265-2230029
Cell: +91-9909035311
E-mail: snpurohit@gipcl.com,

SECTION-1

NOTICE INVITING TENDER (NIT)

“APPOINTMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF UP TO 2500 MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT”

- 1.1 Gujarat Industries Power Company Limited (GIPCL) invites interested parties to participate in this Request for Proposal (this “RFP or the “Tender Documents” or the “Tender”) for bidding and selection process for **APPOINTMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF UP TO 2500 MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT** (the “Project”).
- 1.2 Tender Documents 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.)
- 1.3 Tender fee & EMD shall be paid along with submission of Tender Documents. All the relevant documents of Tender shall be submitted physically by **Registered Post A.D. or Speed Post or by Hand Delivery** addressed to: **Shri S N Purohit, Chief General Manager (RE & BO), Gujarat Industries Power Company Limited, PO:Petrochemicals-391346, Dist.: Vadodara, Gujarat**, super scribing the envelope with Tender No. and Due Date. “NO COURIER SERVICE” shall be considered for submission of Tender.

Table A: Important Dates

Sr. No.	Event	Date(and time)
i.	Date and upload of original tender (Document No. GIPCL/PARK/DPR/2020	<u>13th Aug.2020</u>
ii.	Date and Time of Pre-bid Meeting /Briefing Meeting	25 th Aug, 2020 at 11:30 Hrs. This will be through online platform. Intimation /Link will be forwarded to Participating Bidder's authorized e mail address. . (Bidder has to submit email address for sharing the link 3 days before Pre-Bid Meeting)
iii.	Online (e-tendering) Tender/Offer submission last date {This is mandatory}	3 rd Sep, 2020
iv.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory}	Venue: GIPCL Corporate Office, PO: Petrochemicals - 391 346, Dist. Vadodara.
v.	Bid Validity	Offers shall be valid for a period of One Hundred and Twenty (180) days from bid submission due date.
vi.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	Internal opening by GIPCL
vii.	a) Opening of Financial Bid	Internal opening by GIPCL
viii.	Completion schedule	a) Draft Feasibility Report with suggested Business model Options: 4 weeks from date of LOI b) Draft DPR: 6 weeks from acceptance and approval of feasibility report by GIPCL c) Final DPR: within 2 weeks from GIPCL final comments.
ix.	EMD Validity	180 days
x.	Queries regarding Pre- Bid meeting	3 days before Pre Bid Meeting (to be submitted in writing)

Note: The abovementioned dates are subject to amendment, in which case the amendments shall be publically intimated.

Table B: Important Amounts

Sr. No.	Event	Amount (Rs.)
i.	Tender Fees (non-refundable) in the form of DD only.	Rs. 2,500 /-
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee	<u>Rs. 50,000/-</u>
iii.	Security Deposit cum Performance Bank Guarantee	10% of Contract Value

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 any further communication in the matter will be entertained. **Please note that Price Bid is not to be submitted in physical form.**

No Tender 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 Tender.

- 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.
- It is **mandatory** for all the Bidders to submit their Financial Bid ONLINE only via e-tendering portal.
- Technical Bid (Techno-commercial 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 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 Bid) shall be sent in Sealed Envelopes.

Technical Bid (Techno-commercial Bid) envelop shall be super scribed as:

“APPOINTMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF UP TO 2500 MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT ”

4. All the envelopes shall be addressed to: Shri S N Purohit, Chief General Manager (RE & BO), Gujarat Industries Power Company Limited, PO: Petrochemicals-391346, 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. Tenders 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 in favour of “Gujarat Industries Power Company Limited” payable at Vadodara. 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 (Appendix-13) 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 (Appendix-13) 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 S. N. Purohit
Chief General Manager (RE & BO)
Gujarat Industries Power Company Limited
PO: Petrochemical-391346,
Dist.: Vadodara, Gujarat, India
Tel.:+91-265-2230185/2232768/2213
Fax:+91-265-2230029
Email: snpurohit@gipcl.com, reparak@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 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

PO: Petrochemicals-391346,

Dist.: Vadodara, Gujarat, India

--- End of Section ---

DOCUMENTS CHECKLIST:

[Note: Document Checklist shall be attached with Appendixs 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 Fees		
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 Appendix10 (a): Format of Bank Guarantee for EMD		
14	Format of declaration of eligibility as per format prescribed in Appendix 12.		
15	Attested copy of Service Tax Registration Certificate of Bidder.		
16	Attested copy of Provident Fund Code of Bidder.		
17	Attested copy of PAN Card for Bidder.		
18	Unprimed 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 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.
- 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/ PARK/DPR/2020” 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 “Completion” means that the entire works have been completed as per the Scope of Work.
- 1.1.6 “Consultant/Contractor” shall mean Successful Bidder/Agency/Firm appointed to carry our work as per scope of worked defined in this RFP and mutually agreed by both parties.
- 1.1.7 “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.
- 1.1.8 “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.
- 1.1.9 “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.
- 1.1.10 “Day” means calendar day of the Gregorian calendar.
- 1.1.11 “DPR” Means Detailed Project Report
- 1.1.12 “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent by the Company.
- 1.1.13 “GCC” means the General Conditions of Contract hereof.

- 1.1.14 “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.
- 1.1.15 “GIPCL” means Gujarat Industries Power Company Limited
- 1.1.16 “Month” means calendar month of the Gregorian calendar.
- 1.1.17 “PFR” means Pre-feasibility Report
- 1.1.18 “Owner” means Gujarat Industries Power Company Limited (GIPCL)
- 1.1.19 “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.
- 1.1.20 “Prudent Utility Practices” means those practices, methods, techniques and standards, that are generally accepted for use in Preparation of Detailed Project Report taking into account conditions in India.
- 1.1.21 “RFP document” shall mean the bidding document issued by the Company including all attachments vide RFP No. GIPCL/ PARK/DPR/2020
- 1.1.22 “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.
- 1.1.23 “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.
- 1.1.24 “Successful Bidder” means the bidder who has been awarded the Contract and described as Consultant for the “Project”.
- 1.1.25 “Time for Completion” shall be the date on or before which the complete work as per RfP with final report shall be submitted by the Consultant to the satisfaction of the Owner and such date is specified in NIT.

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.

- 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 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 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 Raghnesda, Dist Banaskantha, Gujarat.

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

2.1 Background about Wind/Solar/Hybrid Park:

GIPCL is planning to develop up to 2500MW of Wind/Solar/Hybrid Park at Great Rann of Kutch in The State of Gujarat

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 Gol in reaching target of 175 GW by 2022. In this context, GIPCL is desirous of engaging Firms for Preparation of DPR of Wind/Solar/Hybrid Parks in the State of Gujarat.

3 Instruction to Bidders

3.1 General Instructions:

- 1) The current document is the request for proposal, which is issued to all the Bidders, requesting a proposal for Preparation of DPR for proposed Solar/Wind/Hybrid projects on a fixed price basis. A Consultant would be selected through competitive bidding process for execution of the Project.
- 2) The Owner expects Bidders to confirm compliance to RFP terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this RFP.
- 3) Before submitting the Tender, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 4) Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.
- 5) Bidders need to ensure that in the event the work is awarded to it, and during execution of the work, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 6) All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the RFP document and must be delivered along with Bids.
- 7) The specification provided with this RFP outlines the functional requirement.
- 8) This 'Instructions to Bidders', in original, issued along with RFP document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed RFP document and without complying with the terms and conditions of RFP shall be ignored.

- 9) Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.
- 10) The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).
- 11) The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the RFP and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 12) Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 13) Canvassing in connection with Tender is strictly prohibited and the Tender submitted by the Bidders who resort to canvassing will be liable to rejection straight way.
- 14) All rates shall be quoted on the proper form i.e. price bid supplied as part of the Tender documents on e-tender portal by the Department.
- 15) The Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

3.2 Pre-Qualifying Requirements (PQRs)/ Bidder's Eligibility Conditions:

3.2.1 Technical Criteria:

- i. The Bidder must have experience of providing consultancy services for Development of Large Scale Renewable Energy Park (≥ 500 MW) consisting of Solar, Wind or Solar Wind: Hybrid Projects.
- ii. The scope of work shall include preparation of feasibility reports, Detailed Project Report, basic and Detailed Engineering services, Wind and solar resource assessment, estimation of energy yield and optimization of plot sizing and lay out, etc. as Owners Engineer The Bidder must have carried out at least 1000 MW capacity work cumulatively in past 5 years in the area mentioned at (3.2.1 (i)) above.

- iii. The Bidder should possess required licensed software like Wasp, Wind Pro, PVSyst etc., for evaluation of Energy Estimation. The Bidder must have adequate skilled manpower with sufficient experience to handle such job. (necessary documentary evidence such as valid certificate of license for use of software, names, qualifications and details of experience of persons who would work for this consultancy assignment should be given)
- iv. The bidders as on date of Bid submission, must have adequate qualified and experience personnel in their team.

Following Key Personal CV should include as part of Bid for evaluation.

Sr	Designation/Role	Minimum Basic Qualification	Area of Expertise/past experience	Remarks
1	Team Leader/Project Manager/Project Co coordinator	BE from Civil/Mech./Elect . Discipline from reputed University	Min 15 years+ experience in engineering /consultancy/relevant industry out of which minimum 5 years association and experience in Consultancy of large Renewable Energy Park & Projects of large scale ≥ 500 MW	Experience of Park Development will be added advantage.
2	Civil Engineering	BE/M Tech (Civil)	Min 10+years of Experience designing large green field infrastructure projects. Experience in design and engineering of Solar and wind projects of Cumulative capacity of at least 500 MW is must.	

APPOINTMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF UP TO 2500 MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT

3	Mechanical Engineering	BE/M Tech (Mech)	Min 10+years of Experience in designing & engineering of Solar, wind projects of Cumulative capacity of at least 500 MW is must. Knowledge of latest version of energy estimation software like Wasp, wind pro, PVsyst is essential.	
4	Electrical Engineering	BE/M Tech	Min 10+years of Experience in designing & engineering of Solar, wind projects of Cumulative capacity of at least 500 MW is must..Knowledge of Power system design,(AC/DC), HT/LT supply with protection is must.	
5	Regulatory , Power evacuation , grid related matter	BE /Other graduate	Min 7+years of Experience in Power regulation related law, Power market, and awareness of latest Govt. Policies related to RE sector. Must have worked previously for similar assignment to work out different business prospective and scenarios.	

6	Financial & Investment analysis	CA/CMA/ MBA (Fin)	Min 15+ Years of experience in investment analysis, calculation o IRR, developing financial models for RE projects. Must be aware of all taxation and cost accounting practices.	
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3.2.2 Financial Criteria:

- a) The average annual turnover of Consultancy Services Business of the Bidder in the preceding three(3) financial years as on 31.03.2020, should be INR 5 Cr. and above.
- b) Net worth should be at least 10% of average turnover of previous 3 years
- c) The Bidder shall submit audited annual reports for FYs 2017-18, 2018-19 and 2019-20

3.2.3 Other Criteria for Qualification:

- i. The Tender of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have GST No., valid Proof of Permanent EPF account No. and ESI registration No. (if applicable).
- ii. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted from any Public Sector undertakings of Central Govt./ State Govt. /SEBs / Corporations/ GIPCL/ GUVNL / GETCO etc.
- iii. The experience list shall include only works executed by Bidder himself as a turnkey consultant which shall include entire work of detailed Project report as per the site conditions and not as a Sub-consultant.
- iv. 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.
- v. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, CV/Resume of Team Members 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.

- vi. 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.
- vii. While evaluating the Bids, GIPCL shall also take into account past experience of work 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. GIPCL's decision regarding the same shall be final & binding to the bidder.
- viii. 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.
- ix. GIPCL is not bound to award work to Lowest Quoted (L1) or Highest Rank Bidder emerging out of the Bid evaluation. GIPCL decision to choose the Bidder based on selection criteria and its own interest shall be final and binding to the Bidder.

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. GIPCL will do performance evaluation and necessary due diligence of the Bidders, based on feedback including Owner/user feedback, site visits of completed Projects & ongoing Projects to ascertain capacity and capability of the Bidder. GIPCL's decision in this regard shall be final and binding to the Bidder without any demur.

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

Notwithstanding anything stated above, GIPCL reserves the right to assess the bidders' capability and capacity to perform the consultancy services under this assignment in the overall interest of the Project.

3.3 Local Conditions:

- 1) The Bidder is advised to visit and examine the site conditions, location, surroundings, climate, entry permission, availability of power, water and other utilities for performance of work, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.
- 2) The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter upon its premises (BSF permission shall be taken by Bidder) and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 3) Failure to visit the Site or failure to study the RFP document shall in no way relieve the successful Bidder from furnishing any material/Services or performing any work in accordance with the RFP document.
- 4) In no case the date of Time for Completion of the project shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline of Gujarat Industries Power Company Limited (GIPCL) under the Scheme.
- 5) The Bidder must conduct its own inspection of the proposed project site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints.
- 6) It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the RFP document;
 - b) received all relevant information requested from the Owner;
 - c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.
 - d) satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the work in accordance with the RFP document and performance of all of its obligations there under;

- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to in the RFP herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and
 - f) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 7) The Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by the Company.

3.4 Local Regulatory Frame Work:

- 1) It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.
- 2) It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP document shall be entertained by the Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.

3.5 Clarifications to Tender Document:

A Bidder requiring any clarification of the Tender documents may notify GIPCL in writing or by facsimile or by e-mail to GIPCL's contact as mentioned in Table-A of NIT:

Shri S. N. Purohit
P.O Petrochemical-391346,
Dist.: Vadodara, Gujarat, India.
Tel.:+91-265-2230185 /
+91-265-2232768/2213
Fax: +91-265-2230029
Cell: +91-9909035311
E-mail: snpurohit@gipcl.com, reparak@gipcl.com

3.6 Amendments to Tender Document:

- 1) GIPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.
- 2) The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.
- 3) In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, GIPCL at its discretion, may extend the deadline for the submission of Bids.

3.7 Acceptance of Bids:

GIPCL neither bind itself neither to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on GIPCL to disclose any analysis report.

3.8 Withdrawal of Invitation to Bid:

While GIPCL has floated this Tender and has requested Bidders to submit their proposals, GIPCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

3.9 Representative/ Agent of Bidder:

All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, GIPCL shall not accept any responsibility.

3.10 Financial Proposal and Currencies:

The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes as mentioned in Appendix-13 the similar format will be present in the e-tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

3.11 Bank Guarantees & EMD

- 1) EMD shall be in the form of Bank Guarantee.
- 2) The validity of EMD shall be as mentioned in NIT.
- 3) The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of GIPCL desiring to award the work to the said Bidder. GIPCL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Intent and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder

- 4) The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOI along with the submission of Security Deposit by successful Bidder.
 - The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be returned after submission of the performance bank guarantee.
 - EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.
- 5) The EMD shall be forfeited and appropriated by GIPCL as per the discretion of GIPCL as genuine, pre-estimated compensation and damages payable to GIPCL for, inter alia, time, cost and effort of GIPCL without prejudice to any other right or remedy that may be available to GIPCL hereunder or otherwise, under the following conditions:
 - a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;
 - b. In the case of Successful Bidder, if it fails within 15 days from the issue of Lol – (a) acceptance of LOI and/ or (b) to furnish the Security Deposit cum Performance Bank Guarantee within the period prescribed.
 - c. In case the Successful Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Security Deposit cum Performance Bank Guarantee.
- 6) The Successful Bidder shall furnish the following Bank Guarantees:

Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 10 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of Total Contract Price, within two weeks after issuance of LOI. The validity period of PBG should be for a total period up to Six (06) months from the date of Lol.

3.12 Right to Accept or Reject any or all Bids

- 1) Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2) The Owner reserves the right to reject any Bid and appropriate the EMD if:

- a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:
- a. select the next Bidder with the Lowest Bid Value as the Successful Bidder;
<or>
 - b. Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
- 4) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the Lol or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the Lol or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Consultant, without the Owner being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.
- 5) The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

--- End of Section ---

4. Submission of Bid

4.1 General terms

- 1) A Bidder is eligible to submit only one Bid for this RFP. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.
- 2) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 3) The Bid should be furnished in the formats mentioned in the RFP document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.
- 4) The Bidder shall submit a power of attorney as per the format at "Appendix 8: Format of Power of Attorney as Authorized Signatory" authorizing the signatory of the Bidder to commit to the Bid or as per their Company's format.
- 5) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 6) The RFP documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.
- 7) Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL's Tender terms and conditions including but not limited to Scope of Works.

4.2 Format and Signing of Bid

- 1) The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2) The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

4.3 Sealing and Marking of Bid

- 1) The Bid of the Bidder shall be contained in one (1) single "Main" Envelope.
- 2) The Main Envelope shall contain two (2) Envelopes as follows:

"Original" Envelope;
"CD/Pendrive" Envelope.

- 3) The "Original," Envelopes shall contain the following Envelopes:

Cover-I: Signed Copy of the Tender Document(s)

Cover-II: Enclosures of the Bid

Cover-III: Proof of EMD; and Tender Fee

Cover-IV: Financial Proposal unpriced and duly signed and stamped

- 4) The "CD/Pendrive" Envelope shall contain one (1) no. of CD/Pendrive containing the following folders with the same information submitted in the Original Envelope:

Cover-I: Signed Copy of the Tender Document(s)

Cover-II: Enclosures of the Bid

Cover-III: Proof of EMD and Tender Fee

Cover-IV: Financial Proposal unpriced and duly signed and stamped

- 5) All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the "Original" Envelope.
- 6) All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the CD/Pendrive in an appropriately organized manner as in the physical copies, and enclosed in the "CD/Pendrive" Envelope.
- 7) IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE CDS/PENDRIVE.
- 8) Envelopes shall be clearly marked as "Original," and "CD/Pendrive".

- 9) The content of documents uploaded on eProcurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on eProcurement portal shall stay valid.

4.4 Enclosures of the Bid

- 1) Cover-I shall be duly marked as “Signed copy of the Tender Document(s)” and shall include the duly signed and sealed Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by GIPCL as per the provisions in this Tender.
- 2) The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in Cover-II and marked as “Enclosures of the Bid”. These documents shall include:
 - a. The Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter.
 - b. Details of the Bidder as per format prescribed in Appendix 2: Details of Bidder.
 - c. Attested copy of Service Tax Registration Certificate of Bidder.
 - d. Attested copy of Provident Fund Code of Bidder.
 - e. Details of similar technical experience of the Bidder as per format prescribed in Appendix 3: Format of Details of Similar Technical Experience.
 - f. Details of qualified technical staff as per format prescribed in Appendix 4: Details of qualified technical staff
 - g. Declaration of compliance as per format prescribed in Appendix 5
 - h. No Deviation Certificate as per format prescribed in Appendix 6.
 - i. Declaration of Bidder’s relation to Directors of the Company as per format prescribed in Appendix 7.
 - j. Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8
 - k. Format of Summary of audited financial statements as per format prescribed in Appendix 9.
 - l. Format of declaration of eligibility as per format prescribed in Appendix 12.
 - m. Format for Confidentiality undertaking as per format prescribed in Appendix-14
- 3) Cover–III shall be duly marked as “copy of Proof of EMD and Tender Fee” and shall contain the copy of proof of Tender Fee and EMD.
- 4) Cover-IV shall be duly marked as “Financial Proposal unpriced duly signed and stamped” and shall contain the Financial Proposal (unpriced duly signed and stamped) as per the format prescribed in Appendix 15: Format of Financial Proposal.

- 5) All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory.
- 6) All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

Outer Envelope

“Tender Bid Document’ for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy Park in the state of Gujarat”.

Cover-I shall bear the following identification:

“Cover-I: Signed RFP Document for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy Park in the state of Gujarat”.

Cover -II shall bear the following identification:

“Cover-II: Enclosures of the Bid for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy Park in the state of Gujarat”.

Cover -III shall bear the following identification:

“Cover-III: EMD and Tender fees of the Bid for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy Park in the state of Gujarat”.

Cover -IV shall bear the following identification:

“Cover-IV: Financial Proposal (unpriced but duly signed and stamped) for the Bid for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy Park in the state of Gujarat”.

- 7) Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each envelope.
- 8) Each of the envelopes shall be addressed to:

ATTN:

Shri S. N. Purohit
Chief General Manager (RE & BO)
Gujarat Industries Power Company Limited

PO: Petrochemical-391346,
Dist.: Vadodara, Gujarat, India
Tel.:+91-265-2230185/2232768/2213
Fax:+91-265-2230029
Email: snpurohit@gipcl.com, reparak@gipcl.com

- 9) If the envelopes are not sealed and marked as instructed above, the Company assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- 10) Bids submitted by fax, telex, telegram, e-mail/courier shall not be entertained and shall be rejected.

4.5 Bid Due Date

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

4.6 Late Bids

Bids received by the Owner after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/opening of the Bid.

4.7 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Company in relation to or matters arising out of, or concerning the bidding process. The Company will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Company may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Company.

4.8 Correspondence with the Bidder

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

4.9 Bid Opening and Evaluation

- 1) The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this RFP document.

- 2) To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.10 Tests of Responsiveness of Bid

- 1) Prior to the detailed evaluation, GIPCL will determine the substantial responsiveness of each Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. GIPCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2) If the Bid is not substantially responsive, it will be rejected by GIPCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3) GIPCL will evaluate and compare Bids which have been determined to be substantially responsive.
- 4) A Bid shall be considered responsive only if:
 - a. it is received in the manner prescribed in this RFP
 - b. it is accompanied by the requisite Tender Fee and EMD;
 - c. it is received with all the Enclosures of the Bid as prescribed in the Clause 4.4
 - d. its Enclosures are received as per the formats specified in Appendices as well as the Tender;
 - e. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
 - f. it complies with all the terms, conditions and provisions specified in this Tender; and it does not contain any conditions or deviations
- 5) The Owner reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Owner in respect of such Bid.

4.11 Modification and Withdrawal of Bids

- 1) In case any clarifications are sought by the Owner after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.

- 2) No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

4.12 Bid Evaluation Criteria and Methodology

- 1) The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.
- 2) The Bid evaluation shall be first on Technical Score of max 100 , based on various scoring criteria outlined at Table.
- 3) GIPCL will examine the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- 4) In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.
- 5) Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
- 6) Price Bids of only techno-commercial acceptable bids shall be considered for further evaluation.
- 7) After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid , the Technical Bid Evaluation shall be carried out Selection of successful bidder shall be done as below:
 - i. In the first stage, the Technical Proposal will be evaluated for eligibility on the basis of Bidder's experience, presentation and financial capability. Scoring of Technical Proposals would be done only for the Eligible Bidders.
 - ii. Bidder shall be ranked from highest to lowest on the basis of their technical score (ST).
 - iii. **Evaluation of Financial Proposal**
 - a) In the second stage, the financial evaluation will be carried out and Each Financial Proposal will be assigned a financial score (SF).
 - b) For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
 - c) GIPCL will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the cost of services inclusive of all duties, levies, taxes, cess, travelling expenses, out of pocket expenses and/or any other expenses of whatsoever nature but excluding Service Tax. The GIPCL will pay Service Tax, at the applicable rate to the Firm. Omissions, if any, in costing any item shall

not entitle the firm to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Firm. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F; \text{ wherein, } F = \text{amount of Financial Proposal of the Bidder}$$

iv. Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times 0.70 + SF \times 0.30$ Where S is the combined score

v. The scoring criteria to be used for evaluation shall be as follows.

Criteria for assigning Technical Score (X1) and arriving at Final Score (X) to be used for Bid Evaluation and ranking				
Sr. No.	Criteria	Max Points	Criteria for assigning Score	Remarks
A	Bidder's Experience in Completing similar assignment of Preparation on of DPR, Feasibility Report , Basic & Detailed Engineering Services for Development of RE/Solar/Wind Hybrid Park in Last 7 Years which are under operation/execution	40		Experience of Bidding Entity will only be considered. E.g. If an Indian subsidiary is the Bidder, assignments handled by Indian subsidiary only will be considered for assigning score.
(i)	Bidder's Experience in Completing similar assignment of Preparation, Preparation of bankable project report (for financing project form Bank), DPR, Feasibility Report for Development of RE/Solar/Wind Hybrid Park in Last 7 Years which are under operation/execution	30		Min Park capacity >=500 MW
	Assignment > 2000 MW		30	
	Assignment > 1000 to 2000 MW		20	
	Assignment >= 500 to 1000 MW		10	
(ii)	Bidder's Experience in Completing similar assignment for providing Basic & Detailed Engineering Services for Development of RE/Solar/Wind Hybrid Park/Projects in Last 7 Years which are under operation/execution for State PSU/Govt. Agency in India	10		Client Completion certificate mandatory.

APPOINTMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF UP TO 2500 MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT

	Successful Completed assignment on its own for Cumm. capacity ≥ 2000 MW	10	
	Successful Completed assignment on its own for Cumm. Capacity ≥ 500 MW ≤ 2000 MW	5	
B	Manpower Bio-data & Past Assignments of similar nature handled	20	
(i)	Team Leader	15	
	Total cumulative Experience of Re Park and RE Projects ≥ 2000 MW	15	
	Total cumulative Experience of Re Park and RE Projects ≥ 1000 MW	10	
	Total cumulative Experience of Re Park and RE Projects $\geq 500 < 1000$ MW	5	
ii)	Other Members	5	
	Total cumulative Experience of Re Park and RE Projects ≥ 1000 MW	5	
	Total cumulative Experience of Re Park and RE Projects $\geq 500 < 1000$ MW	3	
C	Presentation Before Evaluation Committee of GIPCL	40	Presentation Date will be intimated in advance after Bid submission
D	Total Technical Score (X1) (A +B+C)	100	
E	Total Price Score - X2	100	Lowest Quoted Price L1 (along with Price loading if any) will be assigned Price Score (X2) of 100 points. Rest of the Bidders will be assigned score in ratio of Quoted Price with respect to L1. PI refers Illustration.
F	Final Score-$X=X1*0.7+X2*0.3$	100	Highest Score Bidder will be Ranked 1

- vi. Illustration Table for Understanding Evaluation Methodology and score assignment
- a) Suppose Bidder A, B C have following respected evaluated technical score with their quoted Price in the Price schedule :

APPOINTMENT OF CONSULTANT FOR PREPARATION OF FEASIBILITY CUM DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF UP TO 2500 MW CAPACITY WIND/SOLAR/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA IN THE STATE OF GUJARAT

Bidder	Assigned Technical Score (X1) by GIPCL	Quoted Price inclusive of taxes by Bidder(after any Financial Loading if applicable)	Bidder Rank on Quoted Price	Quoted Price ratio for assigning score X2 w.r.t L1*
A	70	100000	L1	1
B	90	125000	L2	0.8
C	80	150000	L3	0.67

*Rounded off up to 2 Decimal

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

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score Technical Score by GIPCL
	X 1	X2
A	70	100
B	90	80
C	80	66.67

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

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

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score Technical Score by GIPCL	Final Evaluated Score X	Final Evaluated Rank
	X 1	X2	$X = 0.7 * X1 + 0.3 * X2$	
A	70	100	79.00	2
B	90	80	87.00	1
C	80	66.67	76.00	3

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

- The presentation may be schedule through video conference and link shall be shared to all eligible bidders.

4.13 **Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

4.14 **Employment of Officials/ Ex-Official of the Owner**

Bidders are advised not to employ serving the Owner. It is also advised not to employ ex-personnel of the Owner within the initial two years period after their retirement/ resignation/severance from the service without specific permission of the Owner. The Owner may decide not to deal with such firm(s) who fails to comply with the above advice.

4.15 **Declaration on Bidder's Relation to Directors**

The Bidders are required to certify in prescribed format Appendix 7: Declaration of Compliance, whether he/they is/are related to any of the Directors/Senior Personnel of the Company in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

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

- 1) After selection of the Successful Bidder, a Letter of Intent (the “LoI”) shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.
- 2) The Successful Bidder shall acknowledge the LOI and return duplicate copy with signature of the authorized signatory of the Successful Bidder to GIPCL within Ten (10) days of issue of LOI

- 3) On issue of the Lol by the Company, Authorised representative of the Successful Bidder shall submit the performance Bank Guarantee within the stipulated time.

4.17 Security Deposit

- 1) Security Deposit/ Performance Bank Guarantee in the form of Bank Guarantee (PBG) as per the format given : Format of Bank Guarantee for Security Deposit Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited. The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of the total Contract Price, within two weeks after issue of date of LOI, initially validity period of PBG should be for a total period up to six (06) months from the date of LOI. PBG shall be returned only after successful completion of entire work (as specified in the scope of work) to the satisfaction of the Owner. No interest is payable on PBG amount.
- 2) The bank guarantee by the Consultant will be given from bank specified in Appendix 11: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.
- 3) The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Consultant either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Consultant.
- 4) The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.

4.18 Fraudulent Practices

- 1) The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.

- 2) Any effort by a Bidder to influence the Owner on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

--- End of Section ---

5 Scope of Services

The broad Scope of Services proposed under this RFP is as follows:

- Preparation of Feasibility Report and Detailed Project Report (DPR) for Mega Scale (1000-2500 MW) Solar, Wind /Hybrid Renewable Energy park in the State of Gujarat
- The assignment shall be broadly divided in two parts viz:
 - (i) Preparation of Feasibility Report with working out various Business Models /Options/Strategy/Route for investment for Techno-commercial viability of the Park considering available land, basic infrastructure, evacuation possibilities, power future market scenario, regulation, government /.MNRE guidelines etc.
 - (ii) Preparation of Detailed Project Report (DPR) based on the Feasibility Options selected and finer input data on engineering and other parameters etc.
- The DPR shall be prepared to meet requirement of all Financial Institution, MNRE, Govt. Regulatory bodies etc to comply with their norms for Project appraisal and sanction and approval and lending and tie up of Financing etc. In short, DPR must have a bankability to promote for investment destination.

The Broad scope of service consist of Preparation of DPR for development of Wind/Solar/Hybrid Park comprising both technical & commercial analysis to understand the attractiveness, feasibility, risks & mitigation plans related with setting up of Wind/Solar/Hybrid Park.

The key aspects that are to be analyzed as a part of preparation of the DPR shall include following:

- Study of site details (such as land, solar radiation, Wind resource, aerosols, climatic conditions, flood level, soil condition, topographic survey etc.) and basic design/ layout plan;
- Preliminary infrastructure assessment and development needs;
- Wind/Solar/Hybrid Park cost estimates and related benefits;
- The scope of services include study, investigation & preparation of report of the present characteristics of land, ambient conditions and water for the requirement of Wind/Solar/Hybrid Parks (of indicated capacity), complete with all the infrastructure facilities.

Areas of investigation including but not limited to study shall include the following:

5.1 Feasibility Report:

The firm shall provide initial feasibility report to understand the Business model for Proposed RE Park. Feasibility report shall consist of model of Business possible for RE Park, Regulatory approvals, Proposed Buyer of electricity generation, Probably buyer for signing Power Sale Agreement etc..

5.2 Detailed Project Report:

Detailed project report shall consist of Technical as well as financial parameters for development of Wind/Solar/Hybrid Park.

5.3 Task-I: Technical Assessment:

The Firm shall:

- a) Undertake site survey including contouring, soil testing, solar radiation resource and Wind Resource assessment, direct normal insolation study, effect of rise in sea level / global warming / submergence of site for the next 35 years and any other assessment or study necessary for analyzing the extent and requirement of design;(soil testing and contour survey report shall be provided by GIPCL)
- b) Preparation of Plot Plan/ Layout design for Wind/Solar/Hybrid Park with optimum utilization of land/ infrastructure/ facilities; including cable trenching, area grading/ land preparation works, boundary wall/ fencing, illumination, horticulture/ green belt, landscaping, warehouses/ storage sheds & Admin Buildings, telecom infrastructure, fire-fighting system, security control room, medical & ambulance facilities, mechanical & electrical workshops etc.
- c) Prior to finalization of DPR, Consultant shall work out and provide various options of Plot sizing with energy yield estimate and other aspects of infrastructure to evaluate each option on merit of sale ability and attractiveness to investor, final tariff from the project developed in the park and return on investment to GIPCL from RE Park as a whole considering all aspects. Based on the evaluation, GIPCL may finalize few options and the same may be included in DPR to project techno-economic viability of the project.
- d) Considering the infrastructure/ facilities required for optimum utilization of Wind/Solar/Hybrid Park, undertake construction of approach roads to park, if required etc.
- e) Prepare a Power Evacuation Plan for Wind/Solar/Hybrid Parks including 400/ 220/ 132/ 33 KV substations & auxiliary power distribution network, metering arrangement, pooling arrangement, cabling, lightning arrestors, transformers & associated infrastructure;

transmission lines for evacuation to nearest CTU/STU substation; augmentation of existing substations, if required etc.;

- f) Prepare a Power evacuation scheme with preliminary SLD for the electrical system starting from plant evacuation to the Grid connectivity point. Brief description and broad parameters of all electrical equipment;
- g) Build scenarios of capacity utilization factor for the proposed Wind/solar/Hybrid power projects in the park with various technology options (both PV crystalline & thin-film with/ without energy storage/ tracking mechanism/ with various heights of WTG/ variation in Wind Solar Ration etc.), in the identified parcel of land etc.;
- h) Guide for STU/CTU connectivity including application for the same and tentative planning of CTU/STU for Power evacuation system.

5.4 Task-II: Financial Assessment and Commercial Feasibility Report

The Firm shall:

- a) Prepare separate block cost estimates of individual project components, structures, approach roads within the boundary of the project including drainage, water supply, etc., hard & soft landscaping and all other infrastructure services;
- b) Financial assessment covering financial assumptions and inputs like development phases, forecast of costs, availability of grants etc. to provide Funds Requirement, Project IRR, Pay Back Period, DSCR and other financial ratios for the Wind/Solar/Hybrid Parks;
- c) Financial Model shall be developed in order to provide the financial projections; that shall cover the standard modules including capital expenditure, financing plan, operating costs and financial statements;
- d) These models shall have Sensitivity Analysis developed to understand the impact of variations in major inputs parameters (such as cost, revenue, rate of interest etc.) on the output parameters/ project returns (such as IRR, RoI, RoCE, Payback period etc.).
- e) Structuring of Project Revenue Model considering the various business plan, land area requirement & technology options, suggestions for improving viability for successful marketing of the project etc.
- f) The role of the developer and operator in design, construction, finance, disposal, maintenance, and transfer shall be clearly identified. Such suggestions may include proposal for grants, if required, with justification for improving the viability of the project along with cost and phasing of such grants;
- g) Identify the sources of the funds and advise on availability of grants from any scheme/ Gol or any other organization for the Project.

- h) For the solar power generated from the proposed Wind/solar/Hybrid park, determine its landed cost for the identified consumer categories at HT level in the constituent states of Western Region (WR), Northern Region (NR), Southern Regions (SR), and Eastern Regions (ER). For the purpose of this analysis, identification of consumers/categories for such states would be studied by the FIRM as a part of DPR preparation work for a specific wind/solar/hybrid park.

5.5 Deliverables:

Initially Firm shall prepare a Brief Feasibility Report to understand the Business Model.

In consultation with GIPCL, Firm will submit a draft DPR of Wind/solar/Hybrid Park for the review by GIPCL. On the written receipt of final go ahead from GIPCL, Firm will submit its final DPR against the scope of work mentioned in RFP.

Deliverable	From the date of issue of letter of Intent in favour of the Firm
Draft Feasibility Report	Within 4 weeks
Feasibility Report	Within one week after receipt of written comments on the draft feasibility Report
Draft DPR	Within 6 weeks from date of acceptance and approval of Feasibility and Business Model Section of DPR
Final DPR	Within Two weeks after acceptance of Draft DPR By GIPCL

5.6 Input given by GIPCL at the time Draft DPR preparation

- Soil investigation report
- Contour Survey Report
- Wind Resource data

5.7 Exclusion from the scope of work:

- Detailed Load Flow Study
- SIA
- EIA
- Hydrology Study

5.8 Confidentiality of Data and Documents:

All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the GIPCL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of GIPCL.

6 General Terms & Conditions

6.1 Use of Contract Documents & Information

- 6.1.1 The Consultant shall not, without GIPCL's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern therewith to any person other than person employed by the Consultant in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend strictly for purpose of performance only.
- 6.1.2 The Consultant shall not, without GIPCL's prior written consent, make use of any document or information except for purpose of performing the Contract.
- 6.1.3 Any document other than the Contract itself shall remain the property of GIPCL.

6.2 Patent Rights

The Consultant shall indemnify GIPCL against third party claims of infringement of patent, trademark or rights arising from use of goods/design or any part thereof.

6.3 Statutory Responsibility

The Consultant shall comply with all applicable laws, by laws, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits & licenses etc. at its own cost.

6.4 Insolvency and Breach of Contract

GIPCL may at any time by notice in writing summarily terminate the Contract without compensation to the Consultant in any of the following events:

If the Consultant at any time, is adjudged insolvent or have a receiving order or order from administration of its state made against it or shall take any proceeding for compensation under any Insolvency Act for the time being in force or make any conveyance or assignment with its creditors or suspend payment. If the Consultant being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the Court or debenture holder to appoint a Receiver, Liquidator or Manager.

6.5 Timeline

The Consultant shall provide full programme of the work schedule in Bar/ PERT Chart indicating completion schedule for various items involved in the work within the stipulated completion period and the Consultant should strictly adhere to that schedule. Strict adherence and guaranteed completion schedule mentioned in terms and conditions shall be the essence of the Contract and must be maintained.

The entire work (as specified in scope of work) must be completed within schedule as mentioned in deliverables. The issue of Lol shall be considered as the Zero Date.

6.6 Delay in Execution or Failure to complete the Contract

- i. Any delay in completion of the work shall attract liquidated damage/ penalty for late completion as per Liquidated Damage (Clause 6.7) of this Tender.
- ii. If the Consultant fails to complete the entire work (as specified in scope of work) or fails to start the work within specified time frame after issue of Lol or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, GIPCL shall have the right to get the work done through any other agency at the risk and cost of the Consultant. Further to this, GIPCL may, without prejudice to the right of the Consultant to recover damages for breach of trust of the Contract, may impose penalties.
- iii. If, at any time, the CONSULTANT's actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed activities, the CONSULTANT shall submit to the OWNER, a revised programme with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The CONSULTANT shall, at the same time/forthwith notify promptly to GIPCL of the steps being taken to expedite progress of the activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Consultant shall in order to overcome the situation, forthwith mobilise required additional resources like manpower, materials, machineries etc. to achieve the prescribed timeline/schedule at his risk and cost.
- iv. In case further slippage is observed in the progress of activities, as per agreed time schedule or failure by Consultant, at any stage of the Contract, to perform the Contract diligently to fulfil his obligations as per the Contract, GIPCL reserves the right to engage any other Contractor(s)/sub-contractor(s) at any time, at the risk and cost of the Consultant to ensure completion of the work in line with the agreed time schedule. Further, GIPCL will also deduct Liquidated Damages (LD) arising out of any such delay, if any, as per the terms of this tender document or recover the costs, expenses, losses, damages incurred or suffered by GIPCL as per the recourse available under this tender document or any other law for the time being in force.

6.7 Liquidated Damages for Delay

- i. For any delays attributable to the Consultant beyond the scheduled period of completion of the entire work as per the agreed completion schedule, the Consultant shall pay to Owner liquidated damages at the rate of 0.5% of contract value per week subject to maximum 5% of contract value.

- ii. Maximum applicable Liquidated Damages: The upper ceiling for total liquidated damages for delay shall be maximum 5% of the Contract Price.
- iii. The said right of the GIPCL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Consultant.
- iv. Any strike / lockouts at works or site of the Consultant or his sub-supplier/sub-contractor shall not be considered as force majeure condition.
- v. For calculation of LD, date of issue of LOI shall be the reference date.

6.8 Termination for Default

- i. The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate the Contract in whole or in part if the Consultant fails to deliver or execute any or all of the works within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Consultant fails to perform any other obligations(s) under the Contract.
- ii. In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Consultant shall be liable to the Owner for any excess costs for such similar goods. However, the Consultant shall continue the performance of the Contract to the extent not terminated.

6.9 Breach and Cancellation of the Contract

- i. In case of non-performance in any form or change of the covenant and conditions of the Contract by the Consultant, the Owner shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to the Consultant that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.
- ii. The Owner may cancel the order or a portion thereof, and if so purchase or authorize purchase of the Services not so delivered or order assignments or services of similar description (opinion of the Owner shall be final) at the risk and cost of the Consultant.

6.10 Force Majeure

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.

- ii. The term “Force Majeure” shall have herein mean riots (other than among the Consultant’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Consultants negligence and other causes which the Consultant has no control and accepted as such by GIPCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
- iii. Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv. Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- v. If works are suspended by Force Majeure conditions lasting for more than two (2) months, GIPCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- vi. The Consultant shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

6.11 Insurance

- i. During the Contract period, all insurance shall be taken by the Consultant and related expenses shall be borne by the Consultant. The Owner shall not incur any financial loss.
- ii. In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Consultant shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Consultant.
- iii. The Consultant shall arrange for providing insurance coverage to its workmen under Workmen’s Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Consultant shall also undertake a Third Party Insurance. The Owner shall not be responsible for any such loss or mishap.

6.12 Software, Tools and Tackles

The Consultant shall provide technically suitable tools and tackles, equipments, Machineries, Software (like PVsyst, WASP, Stadd) etc. conforming to relevant BIS safety and technical standards for proper

execution of work. The Owner, in no way, shall be responsible for supply of any tools and tackles, equipments, Machineries etc for execution of the work.

6.13 Responsibility of the Bidder

The Bidder shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with this tender including but not limited to its specification, schedules, and annexure.

6.14 Governing Language

The Contract shall be written in English Language. All correspondence and documents pertaining to the Contract, which are exchanged by the Owner and Consultant, shall be written in English.

6.15 Order Amendments

No variation in or modification of the terms of the contract shall be made except by written amendments issued by the Owner.

6.16 Assignments or Subletting of Contract

The Consultant shall not, without the prior consent in writing of the Owner, assign or sublet or transfer its Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, or for any part of the work of which makers are named in the Contract, provided that any such consent shall not relieve the Consultant from any obligation, duty or responsibility under the Contract.

6.17 Subcontracts

- (i) The Consultant shall notify the Owner in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification in its original Bid or later shall not relieve the Consultant from any liability or obligation under the Contract.
- (ii) Subcontracting a work shall not, under any circumstances, relieve the Consultant from its obligations towards the Project and the Owner.
- (iii) In case, the Consultant engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License/permits for carrying out such part of the work.

6.18 Terms of Payment

Terms of payment

Sr. No.	Milestone for Works	Amount
1	Advance Payment (5% of Contract Price) against (i) Acceptance of LOI (ii) Submission of Advance Bank Guarantee of equivalent amount	5% of the total cost

	(iii) Submission of Performance Bank Guarantee 10% of the total Contract Price	
2	Submission of Feasibility Report and its acceptance by GIPCL	15 % of the total cost
3	Submission of Draft DPR	40 % of the total cost
4	Submission of the Final DPR and its acceptance by GIPCL	25 % of the total cost
5	On Sanction of Grant by MNRE/Approval by Funding Agency	15%

6.19 Payments Procedure

Subject to any deduction which the Owner may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Consultant shall be entitled to payment as follows

- a. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the Lol/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.
- b. The Consultant shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by A/c payee cheque / RTGS/ NEFT from date of submission of clear invoice.
- c. The Consultant shall submit the bill / invoice for the work executed showing separately GST and any other statutory levies in the bill / invoice.
- d. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
- e. In case Consultant fails to submit the invoice with all the required documents to process payments, GIPCL reserves the right to hold the payment of the Consultant against such bills.

6.20 Arbitration

- i. All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updates time to time.

- ii. The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

6.21 Court of Competent Jurisdiction

The Courts of Vadodara for GIPCL shall have exclusive jurisdiction in all matters arising under the Contract.

6.22 Law and Procedure

- i. The law which is to apply to the Contract and under which the Contract is to be construed shall be Indian Law.
- ii. The law governing the procedure and administration of any arbitration instituted under the clause for arbitration shall be the Indian law.

6.23 Construction of Contract

The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contracts Act, 1872, and all the payments there under shall be made in Indian Rupees unless otherwise specified.

6.24 Notices

- i. For all purpose of the Contract, including arbitration there under, the address of the Consultant mentioned in the Bid shall be the address to which all communications addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to GIPCL. The Consultant shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.
- ii. Any communication or notice on behalf of the Owner in relation to the Contract Agreement may be issued to the Consultant by the Owner and all such communication and notice may be served on the Consultant either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the officer.
- iii. Instructions or notices to the Consultant and notices from the Consultant to GIPCL recorded in a minute signed by the authorized representatives of both GIPCL and the Consultant. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

6.25 Risk Purchase

If the Consultant fails, on receipt of the Lol, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GIPCL shall have the liberty to get the work done through other agency at the Consultant's own risk and additional cost if any. If the situation, so warrants, to

compel GIPCL to cancel the Lol placed on the Consultant, it shall be liable to compensate the loss or damage, which GIPCL may sustain due to reasons of failure on Consultant's part to execute the work in time.

6.26 Confidential Information

- i. GIPCL and the Consultant shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Subcontractor(s) such documents, data and other information it receives from GIPCL to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Consultant shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Consultant
- ii. Notwithstanding the generality of the foregoing all maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Consultant, by the Company in connection with the performance of the Contract shall be held confidential by the Consultant and shall remain the property of the Company and shall not be used or disclosed to third parties by the Consultant for any purpose other than for which they have been supplied or prepared. The Consultant may disclose to third parties, upon execution of secrecy agreements satisfactory to the Company, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Contract under this Clause
- iii. Maps, layouts and photographs of the unit/integrated plant including its surrounding region's showing vital installation for national security shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the Company and upon execution of secrecy agreements satisfactory to the Company with such third parties prior to disclosure.
- iv. Title to secret processes, if any, developed by the Consultant on an exclusive basis and employed in the design of the unit shall remain with the Consultant. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Consultant and execution by such third parties of secrecy agreements satisfactory to the Consultant prior to disclosure.
- v. Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such

- other information which the Consultant has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, start-up, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.
- vi. The obligation of a party under this Clause 6.31, however, shall not apply to that information which:
 - a. now or hereafter enters the public domain through no fault of that Party
 - b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or
 - c. Otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality
 - vii. The above provisions of this Clause 6.31 shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
 - viii. The provisions of this Clause 6.31 shall survive Termination, for whatever reason, of the Contract.

6.27 Limitation of Liability (LLP)

- i. The total liability of the Consultant under or in connection with this Tender and the consequent Contract shall not exceed the full Contract Price inclusive of taxes and duties.
- ii. This sub-Clause shall not limit the liability in case of fraud, deliberate default/ negligence, reckless misconduct or illegal or unlawful acts by the Consultant.

--- End of Section ---

7 Special Terms & Conditions

7.1 Definition

- i. The General Terms and Conditions as well as the Special Terms and Conditions of the Tender are complementary to each other, and wherever there is a conflict, the Special Terms and Conditions shall prevail.
- ii. Objective of the Work/Assignment: The main objective of this work is “Bid for Preparation of DPR for proposed Solar/ Wind/Hybrid Projects in the State of Gujarat.

7.2 Location of Site

The work is to be carried out at Great Rann of Kutch, Dist: Kutch in the state of Gujarat. Details of the site location will be provided at the time of issue of Lol

7.3 Mode of Execution

All the work shall be executed strictly in conformity with the provisions of the Contract documents, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The Consultant shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials/equipments and labour throughout the job/assignment completion in strict accordance with the specifications and relevant IS standards and to the entire satisfaction of the Owner.

7.4 Units & Standards/Codes/Regulation

The International System of Units (SI) shall be used for carrying out the services mentioned in the specification. Indian Standards, Codes and Regulations, wherever applicable shall be adopted and adhered to by the Consultant. In case of such Indian Standards/Codes/Regulations being not available in particular areas, applicable and acceptable international standards shall be followed. The Consultant shall also comply with any changes / modifications in the Standards while undertaking the above studies and preparation of various reports.

7.5 Programme of Work

The Consultant shall submit the programme of work within 07 days from the date of receipt of Letter of Intent. The programme shall include a Bar Chart indicating there in the starting position and completion date of each of the major items of work.

7.6 Completion Schedule

- i. Initially Firm shall prepare a Brief Feasibility Report to understand the Business Model.

- ii. In consultation with GIPCL, Firm will submit a draft DPR of Wind/solar/Hybrid Park for the review by GIPCL. On the written receipt of final go ahead from GIPCL, Firm will submit its final DPR against the scope of work mentioned in RFP.

Deliverable	From the date of issue of letter of Intent in favour of the Firm
Draft Feasibility Report	Within 4 weeks
Feasibility Report	Within one week after receipt of written comments on the draft feasibility Report
Draft DPR	Within 6 weeks from date of acceptance and approval of Feasibility and Business Model Section of DPR
Final DPR	Within Two weeks after acceptance of Draft DPR By GIPCL

7.1 Site Inspection & Basis of Bid

The volume and quantity of work indicated in schedule of works may vary. The Bidders are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. The Bidder should be specially note that it is Bidder responsibility to provide any items which is not specifically mentioned in the specifications and scope, but which is necessary to complete the work and Bidder shall make his own arrangements for the transport of personnel and equipment to the site and for the stay and boarding facilities of their team during the work. No extra claim will be entertained at post bidding stage.

7.2 Price Escalation

The rate(s) quoted against the work shall remain firm during the entire Contract period.

7.3 Taxes and Duties

- i. The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.
- ii. Bidders shall quote the rates as well as all taxes and duties based on the concessional exemption that can be availed by the Bidder.
- iii. Statutory variations in the tax shall be permitted as under:
 - (A) **Statutory variations during original contractual completion period :**
 - If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall admit the same on production of documentary evidences.
 - If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.

(B) Statutory variations beyond original contractual completion period:

- (i) If reasons for extension of contractual completion period is attributable solely to GIPCL, the provisions of (A) above shall apply.
 - (ii) If reasons for extension of contractual completion period is attributable to Bidder, then:
 - (a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
 - (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.
- iv. Variation on account of exchange rate will not be payable.

7.4 Labour Engagement

- i. The Bidder shall comply to 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 Consultant and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Consultant.

7.5 Termination on the death of Consultant

Without prejudice to any of the rights or remedies under this contract, if the Consultant dies, the Engineer-in-Charge on behalf of GIPCL shall have the option of terminating the Contract without compensation to the Consultant.

7.6 Retired Government servants taking to Contract

No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as Consultant for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the Consultant or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the Consultant's service as the case may be.

--- End of Section ---

Appendix-1: Format for covering Letter

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
PO: Petrochemicals -391346
Dist. Vadodara, Gujarat, India

Bid No:

From :

To,
Gujarat Industries Power Company Ltd,
P.O petrochemicals, Dist Vadodara Gujarat
391 346

I/We, the undersigned have carefully examined and understood the tender document. I /we hereby agree to carry out work & provide services as described in scope of work & other parts of tender.

In case of award of work, we shall complete the work as per the prescribed schedule in the tender

Authorised signatory
Name & designation with seal

Date :

Place

Appendix-2 Details of Bidder

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
PO: Petrochemicals -391346
Dist. Vadodara, Gujarat, India

Sub: Submission of the RFP Document No. GIPCL/PARK/DPR/2020 dated _____

- i.
 - (a) Name of the Bidder:
 - (b) Registered Office Address:
 - (c) Telephone No. & Fax No.
 - (d) E-mail ID & Website :
 - (e) GST No. (Copy Attached: Yes/No):
 - (f) Income Tax Permanent Account No (Copy of PAN Attached: Yes /No):

- ii. Details of individual(s) who will serve as the point of contact/ communication for company:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-mail address:

- iii. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-mail address:

- iv. Details of current business of the Applicant

- v. Detail of experience in in renewable energy sector (use separate sheet if required) required as per Eligibility Criteria

- vi. Whether the Applicant or any of its promoter(s)/director(s)/ associates is blacklisted by any central government or state government/ department/ agency in India? (yes/no)

- vii. Any other information (use separate sheet)

Company Seal

Signature of Bidder

Appendix-3 Format of details of similar Technical experience

INSTRUCTIONS:

- a) The Bidder shall indicate similar experience DPR Preparation herein.
- b) The Bidder shall duly attach the Letter of Award (LOA) and Certificate of Satisfactory Completion of Work from the Client.

1 Details of similar work executed during last 3 years:

Sr. No.	Project Site details	MW Capacity	Year of completion	No. of orders in hand
1				
2				
3				

Details:

Project title:			
Client		Duration(Start; end date)	
Contract Value	Person Months input	Total Person Months under the contract	
Narrative description of project:			
Activities performed highlighting relevant experience for the present assignment:			

2 Financial Information's:

Financial data for last three audited Financial Year

Sr. No.	Description	FY2017-18	FY2018-19	FY2019-20
1	Current Assets			
2	Current Liabilities			
3	Working Capital(1-2)			
4	Annual Turnover			
5	Paid Up Share capital			
6	Free Reserves and Surplus			
7	Networth of Bidder Funds			
8	Profits before Taxes			
9	Return on Equity			

Attached are copies of the last three audited balance sheets, including all related notes, and income statements as indicated above, complying with the following:

- i) All such documents reflecting the financial situation of the Bidder.
- ii) Historic financial statements must be audited by a certified Chartered

Accountant and must be complete, including all notes to the financial statements.

- iii) Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be accepted).
- iv) Filling up of all information is mandatory. Not providing any information or not in line with audited reports accompanied shall make Bid liable for rejection.

Company Seal

Signature of Bidder

Appendix-4 Details of Qualified Technical Staff (proposed to be associated with assignment) along with Curriculum Vitae

Sr. No.	Name	Educational Qualification	Position in the Firm	Years of Relevant Experience	Expertise
1					
2					
3					
4					
5					
6					

Format of Curriculum Vitae (to be provided by all the Team Members including Team Leader)

1. Name of Staff: _____
2. Proposed Position: _____
3. Employer: _____
4. Date of Birth: _____ Nationality: _____
5. Education

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Year Obtained

6. Countries of Work Experience: _____
7. Languages: _____
8. Employment Record

Name of the Firm	From – To Date	Designation/ Position held

9. Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope of work

Name of assignment or project: _____
 Year: _____
 Location: _____
 Client: _____
 Main project features: _____
 Positions held: _____
 Activities performed: _____

Note:

*Kindly submit copies of CV and appropriate certifications with this sheet.
 Additional sheets may be used to provide accurate information.*

Appendix-5 Declaration of Compliance

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
PO: Petrochemicals -391346
Dist. Vadodara, Gujarat, India

Sub: Declaration of compliance for the Bid for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for Development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy park at Great Rann of Kutch in the State of Gujarat.

Dear Sir,

This is to certify that I, _____, am the duly authorized signatory appointed on behalf of my organization to submit this Bid. The authorization letter is attached herewith.

I agree to all the terms and conditions set forth in this RFP Document.

If awarded the job, the job work shall also conform to the terms and conditions, as well as specifications indicated in the RFP documents and as finally indicated by the Evaluation Committee.

I further certify that all the information provided in this document is accurate to the best of my knowledge.

Signature: _____ Designation: _____

Name: _____ Organization: _____

Address: _____ Phone: _____

Email: _____

Appendix- 6 No Deviation Certificate

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
PO: Petrochemicals -391346
Dist. Vadodara, Gujarat, India

Sub: No deviation certificate regarding Bid for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for Development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy park at Great Rann of Kutch in the State of Gujarat.

Dear Sir,

We _____

(Bidder's name), confirm our acceptance to all terms and conditions mentioned in the RFP Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

SEAL AND SIGNATURE OF BIDDER

Date: _____

Appendix- 7 Declaration on Bidder's relation to Directors

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
PO: Petrochemicals -391346
Dist. Vadodara, Gujarat, India

Sub: Declaration of relationship with Directors/any other employee/associates.

Dear Sir,

This has reference to our proposed Contract regarding Bid for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for Development of up to 2500MW Capacity Wind/Solar/Hybrid Renewable Energy park at Great Rann of Kutch in the State of Gujarat to be entered into Agreement with Gujarat Industries Power Company Limited

For the purpose of Section 297/299 of the Companies Act, 1956 we certify that to the best of my/our knowledge;

- 1) I am not a relative of any Director of GIPCL;
- 2) We are not a firm in which a Director of GIPCL or its relative is a partner;
- 3) I am not a partner in a firm in which a Director of GIPCL, or its relative is a partner;
- 4) We are not a private company in which a Director of GIPCL is a member or director;
- 5) We are not a company in which Directors of GIPCL hold more than 2% of the paid-up share capital of our company or vice-versa.

Authorised Signatory of the Contracting Party

Place:

Date:

Appendix- 8 Format of Power of Attorney as Authorized Signatory

(On a non-judicial stamp paper of appropriate value)

Know all men by these presents, We ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name),son/daughter/wife of and presently residing at.....,who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for Development of 2500MW Capacity Wind/Solar/Hybrid Renewable Energy park in the State of Gujarat.**, pursuant to the RFP document no. _____ issued by Gujarat Industries Power Company Limited ("GIPCL") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Company, representing us in all matters before the Company, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Company in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with GIPCL.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED

PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarised

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.*
4. *This format for Power of Attorney is for reference and in case a Bidder has a different format approved by their management then the same can submitted.*

Appendix- 9 Format of Summary of Audited Financial statements

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
PO: Petrochemicals -391346
Dist. Vadodara, Gujarat, India

Sub: Summary of Financial Statement

Ref: Request for Proposal for Bid for Appointment of Consultant for Preparation of Feasibility cum Detailed Project Report (DPR) for Development of up to 2500MW Capacity Wind/Solar/Hybrid Renewable Energy park at Great Rann of Kutch in the State of Gujarat.

Dear Sir,

This is to certify that..... *[Insert name of Bidder]* (The “Bidder”) ” having its Registered Office at..... *[Insert Registered Address of the Bidder]* with PAN No.....*[Insert PAN No. of the Bidder]* is in the business of..... *[Insert briefly the nature of the business]*, has recorded the following turnovers and net worth:

Financial Year	Turnover (in INR)	Net worth (in INR)	For official use
			Audited Statement attached
2017-18			Yes/ No
2018-19			Yes/ No
2019-20			Yes/ No

All figures indicated herein are arrived from the Audit Reports of the Bidder duly submitted to the Income Tax Department.

Sincerely yours,

[Official seal of the Chartered Accountant]

.....

[Insert Name of the Chartered Accountant]

Date:

[Insert address and contact information of the Chartered Accountant]

Place:

All figures indicated herein are calculated as per the guidelines mentioned in the Tender.

NOTES:

- A. If the Bidder is seeking financial qualification based on the financial standing of the Parent Company, then a similar certificate summarizing the financial statement of the Parent Company shall be attached by the Bidder as a part of the Bid.
- B. All audited statements to be attached by the Bidder as a part of the Bid.

Appendix- 10 (a) Format of Bank Guarantee for EMD

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No.Bank Guarantee No. Dated:

EMD BANK GUARANTEE FORMAT FOR TENDER /RFP No. _____

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100)

WHEREAS M/s. _____

(Name and Address of the Firm) having their registered Office at _____ (Address of the Firm's registered Office) (hereinafter called the Tenderer) wish to participate in the Tender No. _____ for _____

of (supply / Erection / Supply & Erection / Work) of _____

(Name of the material / equipment / work) for _____ Gujarat Industries Power Company Limited and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee) which is required to be submitted by the Tenderer along with the Tender.

We, _____

(Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office)

hereby gives this Bank Guarantee No. _____

dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat Industries Power Company Limited or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of EMD) (Rupees

_____) (in words) to the said Gujarat Industries Power Company Limited on behalf of the Tenderer.

We, _____ (Name of the Bank) also agree that withdrawal of the Tender or part thereof by the Tenderer within its validity or non-submission of Security Deposit by the Tenderer within one month from the date of Tender or a part thereof has been accepted by the Gujarat Industries Power Company Limited would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the Firm of Tenderer or by any reason whatsoever and our liability hereunder shall

not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the Gujarat Industries Power Company Limited.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GIPCL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

NOT WITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees _____ (in words)). Our Guarantee shall remain in force till _____ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date should be 1 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

Date:

(Please mention here complete Postal Address of Bank with Branch Code, Signature of the Bank's authorized Signatory Telephone and Fax Nos) with official seal.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

- i) The Bank Guarantee validity should be **180 days** from last date of Bid submission
- ii) The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
- iii) The Bank Guarantee by Bidder will be given from Nationalized/Scheduled bank as per Appendix-11.
- iv) This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to Gujarat Industries Power Company Limited, PO:Petrochemical-391346, Dist.: Vadodara, Gujarat only.
- v) The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.

Appendix- 10 (b) Format of Bank Guarantee for Security deposit /Performance Bank Guarantee

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No. Bank Guarantee No. Dated:

(On stamp paper of Rs.100/-)

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE.

We, Bank of _____ here by _____ agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat Industries Power Company Limited or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in _____ words) Rupees to the said Gujarat Industries Power Company Limited on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:
L.O.I. No. _____ dated _____

This agreement shall be valid and binding on this Bank upto and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Consultants / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GIPCL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

“NOTWITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under;

Place:

Date:

INSTRUCTIONS FOR FURNISHING PERFORMANCE BANK GUARANTEE

- The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
- The Bank Guarantee by Bidder will be given from bank as per Appendix-11 only.
- This Bank Guarantee/ all further communication relating to the bank guarantee should be forwarded to Gujarat Industries Power Company Limited, PO:Petrochemical-391346, Dist.: Vadodara, Gujarat.
- The full address along with the Tele/Fax No. and email address of the issuing bank to be mentioned.
- The Bank Guarantee validity should be 06 months from the date of issue of LOI.

Appendix- 11 List of Banks (for Bank Guarantee)

Bank Guarantee from the following Banks will be acceptable for GIPCL

<p>SCHEDULED PUBLIC SECTOR BANKS (INDIAN)</p> <ol style="list-style-type: none"> 1. State Bank of India. 2. State Bank of Bikaner and Jaipur 3. State Bank of Hyderabad 4. State Bank of Mysore. 5. State Bank of Patialia. 6. State Bank of Travancore. 7. Allahabad Bank 8. Andhra Bank 9. Bank of Boroda 10. Bank of India 11. Bank of Maharashtra 12. Canara Bank 13. Central Bank of India 14. Corporation Bank 15. Dena Bank 16. Indian Bank 17. Oriental Bank of Commerce 18. Punjab National Bank 19. Punjab and Sind Bank 20. Syndicate Bank 21. Union Bank of India 22. UCO Bank 23. Vijaya Bank. 	<p>SCHEDULED FOREIGN BANKS</p> <ol style="list-style-type: none"> 1. American Express Bank Ltd. 2. Bank of American NT & SA 3. Bank of Tokyo Ltd. 4. BNP Paribas 5. Barclays Bank Plc 6. Citi Bank NA. 7. Deutsche Bank A.G. 8. Hongkong & Shanghai Banking Corpn. 9. Standard Chartered Bank 10. JP Morgan Chase Bank NA
<p>SCHEDULED PRIVATE SECTOR BANKS (INDIAN)</p> <ol style="list-style-type: none"> 1. ING Vysya Bank 2. Axis Bank Ltd. 3. ICICI Bank 4. HDFC Bank 5. Indusland bank 6. Kotak Mahindra Bank 	

Appendix- 12 Form of declaration of eligibility

(On the letter head of Company)

Ref. No.:

Date:

I/ We, M/s hereby certify that I/we have not been declared blacklisted/banned/de-listed/debarred from similar business by State/Central Govt. departments or Government Under takings in accordance with Clause No. 3.2.3 (ii) of RFP document No. GIPCL/PARK/DPR/2020 dtd: 13th Aug-2020 on Banning of Business Dealings.

(Seal & Signature of the Bidder)

Appendix- 13 Format for Schedule of Price

Schedule of Price-A

Sr. No.	Description of Item	Unit	Rate (in Rs.)	Taxes/Duties (in Rs.)	Total Amount (In Rs)
1.	Preparation of Feasibility Report	Lump Sum			
2.	Preparation of Detailed Project Report	Lump Sum			
3.	Total				

Schedule of Price – B*

**For additional work required if any (Rates Only)
(This will not be part of Bid Evaluation)**

Sr. No.	Description of Item	Unit	Rate (in Rs.)	Taxes/Duties (in Rs.)	Total Amount (In Rs)
1.	Man day charges for Team Leader	Man Day			
2.	Man day charges for Others	Man Day			
3.	Man day Charges for Extra Visit (Within Gujarat)	Man Day			
4.	Man day Charges for Extra Visit (Within India)	Man Day			

NOTE

1. Price bid shall be strictly filled online only.
2. Billing will be as per milestone/deliverables & certified by ENGINEER
3. Feasibility Report and Detailed Project Report should be submitted in both hard copy (2 sets of good quality colour prints Minimum A4 size) as well as Soft copy (editable format) and non-editable (PDF)
4. *Man day charges is payable only during actual stay at site/place of Visit, Travelling time shall not be considered. The charges shall include Lodging, Boarding, local transport etc.

Appendix- 14 - Format for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

(On Company Letter Head with seal)

I, _____{**Name of Authorized Person**} on behalf of (**[Name of Bidder]**)
Undertake to GIPCL that:

1. I undertake to keep confidential at all the times information obtained directly, indirectly thorough written, verbal or any other means during working for this assignment. I undertake not to disclose, publish, reveal, copy, transmit, quote, use any of the information in full or part, data, drawings, documents, photographs or any other literature to anyone during the course of assignment and thereafter in future either by the Company or any individual. The undertaking shall be binding to Bidding Firm including its successor/assignee as a whole and all individuals assigned to the task irrespective of their association with Bidding Firm in future.
2. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that GIPCL is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Undertaking, in addition to any other remedies available to GIPCL as per law .
3. I acknowledge that this Undertaking is governed by the law in force in India and I agree to submit to jurisdiction of the court of Vadodara, Gujarat.
4. I undertake to sign Non Disclosure Agreement (NDA) in case of assigning the job.

Company Seal

Authorized Signatory

Place :

Date :

Appendix- 15: Format for Advance Payment Guarantee

(To be submitted by Bidder on a Non-Judicial Stamp Paper of Appropriate Value)

Date:

To,

Gujarat Industries Power Company Limited

PO:Petrochemicals-391346,

Dist.: Vadodara, Gujarat, India

Subject: Bank Guarantee No. _____

Whereas _____, a _____ incorporated under _____ having its registered office at _____ (hereinafter referred to as the “Contractor/Consultant ” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) have entered into Agreement _____ for the _____
_____ LoI No. _____, dated _____ with Gujarat Industries Power Company Limited (GIPCL), having its registered office at (Insert address of respective company

Whereas, under the Agreement a payment of 10 % (ten percent) of the Contract Value is payable in advance to the Contractor/Consultant, as a security for which the Consultant is required to furnish to GIPCL an irrevocable, unconditional, first demand bank guarantee issued for a sum equal to 10% (ten percent) of the Contract Value.

And whereas, _____ (Insert Bank name) having its registered office at _____ and a branch office at _____, India, hereinafter referred to as the “Bank” (which expression shall, unless repugnant to context or meaning, be deemed to mean and include its successors), being a Nationalised bank of India and acceptable to GIPCL, has at the request of the Contractor agreed to issue this advance re payment bank guarantee in favour of GIPCL.

Now therefore this Bank Guarantee witnessed as follows:

1. The Bank hereby undertakes the pecuniary responsibility of the Contractor to GIPCL for the repayment of the Work Advance by the Contractor to GIPCL and hereby issues in favour of GIPCL this irrevocable and unconditional work advance payment bank guarantee (hereinafter referred to as the “Guarantee”) on behalf of the Contractor in the amount of _____ Indian Rupees (insert an amount equal to ten percent (10 %) of the Contract Value).
2. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to GIPCL without any demur, reservation, cavil, protest or recourse, immediately on receipt of first written demand from GIPCL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of _____ (insert an amount equal to ten percent (10 %) of the Contract Value) without GIPCL needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between GIPCL and the Contractor in respect of the performance of the Agreement or moneys payable by Contractor to GIPCL or any matter whatsoever related thereto.
3. The Bank acknowledges that any such demand by GIPCL of the amounts payable by the Bank to GIPCL shall be final, binding and conclusive evidence in respect of the amount payable by the Contractor/consultant to GIPCL.
4. The Bank hereby waives the necessity for GIPCL from demanding the aforesaid amount or any part thereof from the Contractor and also waives any right that the Bank may have of first requiring GIPCL to pursue its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
5. The Bank further unconditionally agrees with GIPCL that GIPCL shall be at liberty, without the Bank’s consent and without affecting in any manner the Bank’s obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by GIPCL against the Contractor under the terms and conditions of the Agreement.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of GIPCL or any indulgence by GIPCL to the Contractor or other thing whatsoever which under the law relating to sureties, but for this provision, would have the effect of relieving the Bank of its obligations under this Guarantee

6. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Agreement. The Bank's obligations shall not be reduced by any failure by GIPCL to timely pay or perform any of its obligations under the Agreement.
7. Any payment made hereunder shall be made free and clear of and without for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that GIPCL receives the full amount due hereunder as if no such withholding had occurred.
8. This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, re organisation, dissolution or insolvency of any member of the Contractor or any other circumstances whatsoever.
9. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by GIPCL to secure the performance of the obligations of the Contractor under the Agreement.
10. The Bank agrees that GIPCL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Contractor.
11. Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after _____ (insert the scheduled date of completion) unless this Guarantee is otherwise extended on account of failure to recover the entire Work Advance from the Contractor by the said date.
12. GIPCL may assign this Guarantee to any person and in such case GIPCL shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
13. This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 13 above, the courts at Ahmedabad, Gujarat, India shall have jurisdiction over all matters arising out of or relating to this Guarantee.
14. The Bank has the power to issue this Guarantee in favour of GIPCL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed

_____ Indian Rupees (insert an amount equal to ten percent (10%) of the Contract Value).

15. Notwithstanding anything contained herein, this Guarantee shall be valid up to __/__/____. A written claim or demand shall be served upon us on or before the said date, after which this Guarantee shall become null and void.
16. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
17. Capitalised terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Agreement.

In witness whereof, the bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__.

SEAL AND SIGNATURE OF BANK REPRESENTATIVE