



**VOLUME-I**

**SECTION 1.0**

**NOTICE INVITING TENDER**



## **Table of Contents**

1.0.0	IMPORTANT NOTE TO BIDDERS: .....	6
2.0.0	INTRODUCTION OF THE COMPANY.....	11
3.0.0	PRE-QUALIFYING REQUIREMENTS (PQRS)/ ELIGIBILITY CONDITIONS.....	13
4.0.0	BANK GUARANTEES & EMD .....	19



**VOLUME-I**

**SECTION 1**

**NOTICE INVITING TENDER (NIT)**

Gujarat Industries Power Company Limited (GIPCL) invites Bids for design, engineering, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning including O&M of ten years (10) of Battery Energy Storage System rated capacity of 20MW/120MWh at the point of injection and the performance shall be measured at POI(132kV GIPCL substation). The system (Vanadium Redox Flow Battery Technology) should be with all associated electrical, mechanical and civil systems for the project of Gujarat Industries Power Company Limited (GIPCL) including operation and maintenance of the plant for 10 years **UNDER SINGLE EPC BASIS** in accordance with the specifications, terms and conditions of the contract under single point responsibility.

The detailed scope of work shall be as per specification and scope defined in the Bidding document.

**Gujarat Industries Power Company Limited (GIPCL)** invites interested parties to participate in this Tender for bidding and selection process for the appointment of Contractor for Design, Engineering, Supply & Procurement, Civil Construction, Erection, Testing, Commissioning and Taking over of the complete BESS project rated for 20MW/120MWh at the point of injection (132kV GIPCL substation) of Gujarat Industries Power Company Limited (Owner).

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

**TABLE A: IMPORTANT DATES**



Sr.	Event	Details
i.	Date of upload of original tender (Document No GIPCL/VRFB-BESS/EPC/2026/20MW-120MWh)	: 21 <sup>st</sup> May, 2026
ii.	Site Visit by Bidders	: 05 <sup>th</sup> June, 2026 Bidder has to give the name along with their Govt. ID proof by 28 <sup>th</sup> May,2026 to GIPCL for the person visiting the site
iii.	Last date and time for receipt of questions/ queries/ clarifications	: 10 <sup>th</sup> June, 2026
iv.	Date and Time of Pre-bid Meeting /Briefing Meeting (Online)	: 15 <sup>th</sup> June 2026 at 11:30 Hrs, Via MS Teams
v.	Online (e-tendering) Tender/Offer submission last date <b>{This is mandatory}</b>	: 25 <sup>th</sup> June, 2026 Time: 17:00 hours (IST) On n-procure portal for Bid Submission
vi.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) <b>{This is mandatory}</b>	: 1 <sup>st</sup> July, 2026 Time: 15:00 hours (IST) Venue: GIPCL Corporate Office, PO: Ranoli - 391 350, Dist. Vadodara.
vii.	Bid Validity	: Offers shall be valid for a period of 06 (Six) months from bid submission due date.
viii.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	: Will be decided by GIPCL (Internal opening by GIPCL)
ix.	a) Opening of Financial Bid b) e-Reverse Auction starts from	: a) Will be decided by GIPCL and will be intimated to Qualified Bidders. b) Will be informed by GIPCL to all qualified Bidders.
x.	Schedule date for Work Completion	: 18 Months from date of Letter of Intent (Lol)
xi.	Operation and Maintenance (O&M) Period	: O&M Period shall commence from successful completion of PG Test and issuance of Operational Acceptance



Sr.	Event	Details
		Certificate (OAT) for a period of ten (10) years. The O&M Period shall be deemed to commence from the earlier of successful completion of OAT or 60 days from commissioning
xii.	EMD Validity	: 06 (Six) months from bid submission due date or as extended by GIPCL.
xiii.	Queries regarding Pre- Bid meeting	Any queries regarding pre-bid meeting may be forwarded to Contact Person of GIPCL at least three days prior to the Pre-Bid meeting.

**Note:**

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

**TABLE B: IMPORTANT AMOUNTS**

Sr.	Head	Amount (and Validity)
i.	Tender Fees (non-refundable) to be paid by DD or Online payment as per Procedure given in Appendix-22	: Rs. 5900 (5000 + 18% GST) (Rupees Five Thousand Nine Hundred Only)
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee/DD or Online payment as per Procedure given in Appendix-22	: Rs. 1.1 Cr. (Rs One Crore Ten Lacs only) (With a validity as per Clause No. xii of Table A (Important Dates) above.
iii.	Security Deposit cum Performance Bank Guarantee(PBG)	: The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the Contract Value within 30 days after issuance of LOI. The validity period of Security Deposit cum PBG should be for a total period up to 42 months (i.e. 18 months completion period + 12 months defect liability period



Sr.	Head	Amount (and Validity)
		+ 12 months claim period) from the date of Lol.
iv.	O & M cum Equipment Performance Guarantee (EPG)	5% of EPC Contract Price (excl. O&M); furnished at least 15 days prior to the commissioning; valid until 90 days after O&M period; EPBG value shall reduce by 2.5% of original EPBG amount at the end of each completed contract year after Year-2, subject to satisfactory performance.
v.	Advance Payment for Bank Guarantee	: Bank Guarantee for advance payment (10% of supply) & Bank Guarantee for advance payment (10% of Installation)

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

**1.0.0 IMPORTANT NOTE TO BIDDERS:**

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

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

1.3.0 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.

1.4.0 It is **mandatory** for all the Bidders to submit their Financial Bid ONLINE only via e-tendering portal.

1.5.0 **Technical Bid (Techno-commercial unpriced Bid)** to be submitted both in physical as well as soft copy (online). It is mandatory for all the bidders to submit their Technical Bid (Techno- commercial unpriced Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial unpriced Bid) in Three (03) copies (1 Original+ 2 Copies) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial unpriced bid).

Technical Bid (Techno-commercial unpriced Bid) envelope shall be superscribed as: **20MW/120MWh (at the PoI) Vanadium Redox Flow Battery Project at GIPCL'S Power Plant Complex in Vadodara, Gujarat.**

1.6.0 All the envelopes shall be addressed to: **Shri J. A Shah, Additional General Manager-RE Projects & Business Development** ,Gujarat Industries Power Company Limited (GIPCL), PO: Ranoli-391350, Dist.: Vadodara, Gujarat. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.

1.7.0 Tender Fee and EMD shall be submitted in two separate envelopes.

1.8.0 Tender fee (non-refundable) will be accepted by DD drawn in favour of the Gujarat Industries Power Company Limited payable at Vadodara or Online payment as per Procedure given in Appendix-22. Bids submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be super scribed as "Tender Fee". Cheques are not acceptable.

1.9.0 Bidder(s) have to pay total EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee/DD in favour of "Gujarat Industries Power Company Limited" payable at Vadodara or Online payment as per Procedure given in Appendix-22. The envelope for EMD should be super scribed as "EMD". Cheques are not acceptable.



1.10.0 It is mandatory for all Bidders to submit their Price Bid only through on-line (e-tendering) mode. Price Bids submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation. Bidders to note that Price Bid of only those Bidders shall be opened (On-line- tendering) who are found technically qualified and are found reasonably responsive to GIPCL's Tender terms and conditions and Scope of Work.

1.11.0 Any technical/commercial query pertaining to this Tender should be referred to:

**J.A.Shah**

**Additional General Manager(RE Proj.& Business Development)**

Gujarat Industries Power Company Limited

P.O.: Ranoli-391 350,

Dist: Vadodara, Gujarat, India

Email : jashah@gipcl.com

**Ph:0265-2234422**

(M) 9909925811

1.12.0 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.

1.13.0 The Bidder shall submit the following documents along with the Techno-Commercial Bid. Submission of incomplete or incorrect documents may lead to rejection of the Bid.

- Bid Form duly filled, signed and stamped
- Power of Attorney in favour of the Authorized Signatory
- Consortium / Joint Venture Agreement, if applicable
- Documentary evidence in support of meeting Technical Qualification Criteria
- Experience / Completion Certificates issued by the Project Owner



- Technology Partner / Licensee Agreement and Letter of Undertaking, if applicable
- Audited Financial Statements for the last three (03) completed Financial Years
- Chartered Accountant's Certificate for Average Annual Turnover

Declaration regarding non-Blacklisting / non-Debarment Any other document specified in the RFP **In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:**

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

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

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

1.14.0 Tender Documents (PDF Format) can be downloaded from Web site <https://www.nprocure.com>, <https://gipcl.nprocure.com> or <http://www.gipcl.com>.

1.15.0 GIPCL reserve the rights to accept/reject any or all Bids without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Price Bid to know the latest status.

Yours faithfully,

For and behalf of Gujarat Industries Power Company Limited.

**(Shri J. A Shah)**

Gujarat Industries Power Company Limited

PO: Ranoli-391350,



Dist.: Vadodara, Gujarat, India



## 2.0.0 INTRODUCTION OF THE COMPANY

### 2.1.0 About the Company- GIPCL

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company / GIPCL) was incorporated in the year 1985 as a Public Limited Company. The Company is registered with the Registrar of Companies, Gujarat under the Companies Act, 1956, registered and corporate Office is located at P.O. Ranoli, Vadodara- 391 350, Gujarat, India.

GIPCL functions under the umbrella of Energy and Petrochemicals Department, Govt. of Gujarat. GIPCL's equity shares are listed on the Bombay Stock Exchange (BSE) and National Stock Exchange (NSE).

GIPCL is in the business of Electrical Power Generation and is a Premier Power Utility in the State of Gujarat with an installed capacity of 1,859.4 MW comprising Thermal (Lignite and Gas) and Renewable (Wind and Solar) Power Plants. GIPCL also operates captive Lignite and Limestone Mines to meet the fuel requirement of the 500 MW Surat Lignite Power Plant.

GIPCL has 310 MW (145 MW + 165 MW) Gas Based Combined Cycle Power Plants at Vadodara, Gujarat. This Power Plant operated uninterruptedly till November, 2021. The Plant had to stop operations due to huge surge in gas price and since then it is kept under preservation.

Surat Lignite Power Plant (SLPP) with 4 (four) units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler.

GIPCL is having total 1,049.4 MW Renewable Generating Capacity (937 MW Solar and 112.4 MW Wind generators) spread across the various locations in Gujarat.

### 2.2.0 About the Project

1. GUJARAT INDUSTRIES POWER COMPANY LIMITED is planning to develop a 20MW/120MWh BESS project with Vanadium Redox Flow Battery technology within the complex of the 165MW Gas based power plant in Vadodara. The project shall utilize the existing step up transformer, 132kV switchyard and transmission line. The project shall have necessary Infrastructures like internal & external road, storm water drainage, new power evacuation system upto 11kV and modifications of any existing system including 11kV switchgear, busduct, power transformer, 132kV switchyard, transmission line, GETCO switchyard, street lighting, fencing, telecommunication system, security etc.
2. In this **context**, GIPCL has decided to undertake a competitive bidding process for selection of the EPC contractor for Design, Engineering, Supply & Procurement, Construction, Erection, Testing, Commissioning of the 20MW/120MWh Vanadium Redox Flow Battery Project in



GIPCL's Gas Power Plant Complex in Vadodara, Gujarat including O&M of the system for ten (10) years ).

**3. Award of Project and Operational Framework**

The 20 MW / 120 MWh VRFB-based BESS project at Vadodara is being developed by GIPCL pursuant to the in-principle approval accorded by GUVNL for implementation of this pilot long-duration energy storage project.

GUVNL has recognized this project as a pilot initiative for grid-scale deployment of long-duration energy storage to support grid flexibility, renewable integration, and technology demonstration.

As part of the approved operational framework, the BESS shall be operated at approximately 1.5 cycles per day, with indicative charging and discharging schedule as under:

Charging Period: 01:00 to 05:00 hrs and 09:00 to 16:00 hrs (approx. 11 hours)

Discharging Period: 06:00 to 09:00 hrs and 18:00 to 24:00 hrs (approx. 9 hours)

The above schedule is indicative and shall be finalized/modified in coordination with GUVNL based on grid requirements and operational considerations.

**4. Grid Synchronization (Pre-requisite, Not Commissioning)**

60 days preliminary + 30 days final written notice to GIPCL, SLDC, GEDA, GETCO, and GUVNL before intended synchronization date.

Synchronization happens only after approval of synchronization scheme by the concerned substation/grid authority and verification by grid authorities.

**5. Commissioning**

Submission of required documents GIPCL and to GEDA, with advance intimation. submits charging approval and all applicable approvals/documents to GEDA. GEDA certifies commissioning only after verification of submitted documents. Part commissioning is also certified by GEDA. GEDA may provisionally certify commissioning on the actual date after witnessing rated capacity in operation with energy flowing into/out of the grid — subject to final certification after full document verification. Commissioning is witnessed by a Committee constituted by GEDA, comprising officials of DISCOM/GETCO. Project is considered commissioned when — all equipment as per rated Project Capacity is installed, synchronized with grid, all required parameters demonstrated, and certified by GEDA.

**6. Operational Acceptance Test (OAT), PG Test and O&M Commencement**

The OAT provisions have been consolidated below for clarity and shall be read together with the technical specifications and performance guarantee provisions of the contract.

**7. OAT Completion Timeline**

OAT shall be completed within thirty (30) days from the date of commissioning of the BESS Project.

**8. OAT Procedure and Acceptance**



OAT shall establish that the BESS meets the functional, operational, safety and performance requirements specified in the contract, including rated capacity, response time, system integration, operational stability and all applicable performance parameters. An RTE of less than 60% during the OAT shall be considered as non-compliance, and the OAT shall be deemed not passed.

First Attempt: OAT shall be conducted within 30 days from commissioning. Upon successful completion, the PG Test Period and O&M Period shall commence from the start date of OAT.

Failure in First Attempt: The Contractor shall be allowed up to 30 days for corrective actions. The second OAT shall be conducted immediately thereafter, or earlier at the Contractor's request. The PG Test Period and O&M Period shall commence from the start date of the second OAT.

Failure in Second Attempt: A penalty equal to 1% of the EPC Contract Price shall be levied. The PG Test Period and O&M Period shall commence from the start of the second OAT, irrespective of the OAT result.

Subsequent Attempts: Additional attempts may be permitted at GIPCL's discretion without further penalty. If the Contractor successfully completes OAT in the third attempt, the penalty deducted earlier shall be refunded. If the Contractor fails in the third attempt, the penalty shall remain deducted.

Deemed Start of O&M: Notwithstanding the above, the O&M Period shall be deemed to commence from the earlier of successful completion of OAT or 60 days from commissioning.

#### **9. Performance Guarantee Test Period**

The PG Test Period shall commence as specified above. During the PG Test Period, BESS performance shall be evaluated against rated power and energy capacity, system availability, round trip efficiency (where specified in the technical specifications), response time and dispatch compliance. Guarantees linked to availability, RTE and performance shall become applicable from the start of the PG Test Period.

#### **10. Operation and Maintenance Period**

The O&M Period shall commence from the start of the PG Test Period and shall continue for ten (10) years.

11. The details of the facilities which the Company requires to be set up in the present instance and for which Bids are hereby invited are described in this TED (Tender Enquiry Document). The overall responsibility of complete Scope of Work rests with the Contractor.

### **3.0.0 PRE-QUALIFYING REQUIREMENTS (PQRS) AND ELIGIBILITY CONDITIONS**

#### **3.1.0 GENERAL**



- i. The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.
- ii. Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).
- iii. The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as below.

### 3.2.0 TECHNICAL

- i. Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.
- ii. GIPCL/Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance of similar capacity and nature within scheduled timeline; (vii) customer feedback; (viii) banker's feedback; (ix) shall commissioned within last seven (07) years etc.

**Bidder must be Technically qualify through at least one Route from below mentioned Route 1.1,Route1.2 ,Route 1.3.**

- iii. **Route 1.1** – Direct VRFB Experience The bidder must have designed, manufactured, erected, and commissioned VRFB systems of cumulative 5 MWh capacity in 1–5 orders in the last 10 years, with at least one reference project of  $\geq 0.4$  MWh in successful operation for  $\geq 6$  months before bid opening.
- iv. **Route 1.2** – Solar/Wind EPC + VRFB Manufacturer tie-up The bidder must have commissioned Solar/Wind grid-connected plants of cumulative  $\geq 40$  MWAC (at least one



≥10 MWAC, in operation ≥6 months), AND must associate with a "Qualified Manufacturer of VRFB" meeting Route 1.1 requirements through a jointly executed undertaking.

- v. **Route 1.3** – Industrial EPC + VRFB Manufacturer tie-up (i) Executed an industrial project (power/steel/oil & gas/fertilizer/cement etc.) of minimum INR 200 Crore in a single contract in the last 10 years (in successful operation ≥1 year for non-RE or ≥6 months for RE), AND (ii) Executed at least one 132 kV or above electrical substation (in operation ≥1 year/), AND (iii) Must associate with a "Qualified VRFB Manufacturer." As per route 1.1.

**#Note:**

- (1) Type test requirement of BESS to be supplied and not necessary to be carried out in India. The type tests reports shall be from accredited labs.
- (2) In case the award for the reference work(s) has been received by the Bidder either directly from owner of plant or any other intermediary organization, a completion certificate from such owner of plant shall be furnished by the Bidder along with its techno-commercial bid in support of its claim of meeting requirement of QR.
- (3) If the Value of the reference works is in foreign currency, SBI Bill Selling exchange rate as on the date of award of the reference work shall be considered. In case the exchange rate as on the date of award is not available, the exchange rate as on the next available day shall be considered.

**3.3.0 FINANCIAL**

- i. The Bidder shall have a minimum Average Annual Turnover (MAAT) of INR 200 Crore (Indian Rupees Two Hundred Crore only), calculated as the average of the audited financial statements of the last three (03) completed Financial Years preceding the Bid Due Date.
- ii. Multiple bids from entities belonging to the same Group / Holding Company / Subsidiary Companies shall be permitted, provided that each Bidder independently satisfies the Financial Qualification Criteria specified herein
- iii. The Net Worth of the Bidder during the last financial year should be positive.
- iv. Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).
- v. The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth. A certificate from CA shall be submitted along with the bid certifying the turn over & net worth to meet the qualifying criteria.



- vi. The Bidder shall submit audited annual report of last three financial years from bid submission date.
- vii. Bidder shall have Liquid Assets (LA) and/or evidence of access to or availability of credit facilities of not less than Rs. 17 Crores or equivalent for the project.

#### **3.4.0 OTHER CRITERIA FOR QUALIFICATION**

- i. The Bid of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have valid Proof of Permanent EPF account no., ESI registration no. and valid GST no.
- ii. The Bidder should have valid licenses under The Contract Labour (Regulation & Abolition) Act, 1970 & The Contract Labour (P & R) (Gujarat) Rules 1972 and amendment from time to time & as specified in the Labour Engagement clause below and should give an undertaking that he will get himself registered within one month if work is allotted to him.
- iii. The bidder should have valid electrical contractor license from State of Gujarat. If not, the bidder should give an undertaking that he will get himself registered within one month if the work is allotted to him.

#### **3.5.0 Labour Engagement**

- i. The Contractor shall be responsible to provide all wages and allied benefits to its labours engaged for execution of the project work. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
- ii. Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Contractor.
- iii. The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.
- iv. The successful Bidder shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within One (1) month of the issue of Detailed order of Contract failing which the detailed order of



- contract shall be cancelled/terminated without any further notice and its EMD and/ or performance guarantee shall be forfeited.
- v. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted from any Public Sector undertakings of Central Govt./ State Govt. /SEBs / Corporations/ GIPCL / GUVNL / GERMI / GETCO/ CEA/ PGCIL/ POSOCO etc.
  - vi. The experience list submitted by the Bidder shall include only those projects which have been executed by the Bidder himself as the principal turnkey contractor, covering the complete scope of work including Engineering, Procurement, Supply, Installation, Testing, Commissioning and Performance Guarantee of the system. Experience of projects executed purely as a sub-contractor shall not be considered for the purpose of qualification under this RFP.
  - vii. In case the Bidder has executed the project in association with a Technology Partner and/or under a Technology Licensee arrangement, the experience list shall clearly specify:
    - (a) the name of the Technology Partner / Licensee;
    - (b) the nature of the association / license arrangement; and
    - (c) the validity of such Technology Partner / Licensee agreement, including the date of expiry, which shall be valid as on the Bid Due Date.
  - viii. Where qualification is claimed through association with a Technology Partner/ Licensee, the Bidder shall submit a valid Letter of Undertaking from such Technology Partner / Licensee, confirming responsibility for design.
  - ix. The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. GIPCL reserves the right to confirm / verify any data or information through their own sources. GIPCL also may contact directly the references given for the project executed and may also visit the site, manufacturing facilities & sub-vendors works etc., physically to ascertain capabilities of the applicant, if so desire at their own cost. Bidder may have to facilitate GIPCL for any such visit.
  - x. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria.
  - xi. 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



- deals during the past seven (07) years. A self-attested Declaration certificate on the Letterhead of the Company shall be submitted.
- xii. GIPCL shall also take into account past experience of Project execution by Bidder for GIPCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection on following criteria. GIPCL decision regarding the same shall be final & binding to the bidder.
- xiii. Bidder should not have executed any project(s) making inordinate delay beyond the scheduled completion period, solely attributable on bidder's part excluding any Force Majeure conditionalities, for the project of similar project in nature. Bidder shall submit undertaking for the same as part of Bid submission document.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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.

### **3.6.0 QUALIFYING REQUIREMENT DATA**

In respect of PQRS, Bidder to refer, details provided in **Appendix-26**. Bidders shall mandatorily fill in all the details with document evidence only for 2.1/2.2/2.3/2.4 as per **Appendix-26**.



#### 4.0.0 BANK GUARANTEES & EMD

4.1.0 EMD (1.1 Cr) shall be in the form of Bank Guarantee/Demand Draft/Online Payment as per procedure given in **Appendix-16(A)**.

4.2.0 The validity of EMD shall be as mentioned above.

4.3.0 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.

4.4.0 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.

4.5.0 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,
  - i. Failing to furnish within 30 days the Security Deposit cum Performance Bank Guarantee
  - ii. Failing to sign the Contract Agreement within 30 days from the date of issue of LOI. .

4.6.0 The Successful Bidder shall furnish the following Bank Guarantees:



- i) **Security Deposit cum Performance Bank Guarantee (SD/PBG)** as per the format given in Appendix 16 (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 EPC Contract Price, within 30 days after issuance of LOI as per the format given in Appendix 16(B). The validity period of PBG should be for a total period of up to 42 months (i.e. 18 months completion period + 12 months defect liability period + 12 months claim period) from the date of Lol , the PBG shall have to be extended for further 6 months beyond the due date and when asked by GIPCL. However, in case Bidder fails to submit PBG within 30 days after issue of date of LOI, GIPCL reserves the right to cancel LOI and to recover all cost and liability thereof from Bidder. SD Cum PBG shall be returned only after 12 months from Defect Liability Period. Validity including Claim period of SD/PBG shall be of 42 months from date of Lol or, extended further as asked by GIPCL.
- ii) The Contractor shall also furnish O&M cum Equipment Performance Guarantee (EPG) (EPBG) equivalent to 5% of EPC Contract price (Excluding O&M ) ; furnished at least 15 days prior to the commissioning; valid until 90 days after O&M period; reduces 2.5%of EPG per year from Year.
- iii) **Discontinuation / Termination of O&M Contract Before Completion of Contract Period**  
In the event of discontinuation, abandonment, or premature termination of the O&M Contract by the Bidder/Contractor before completion of the contractual period of 10 years, the outstanding EPBG (Execution Performance Bank Guarantee) available at the time of such discontinuation/termination shall be liable for forfeiture by GIPCL.
- Further, GIPCL reserves the right to terminate the O&M Contract, either in whole or in part, before completion of the contractual period, by giving written notice to the Bidder/Contractor under circumstances including but not limited to poor performance, persistent non-compliance with contractual obligations, safety violations, breach of contract conditions, insolvency, abandonment of work, or any other reasons considered detrimental to the interest of the project/GIPCL. In such cases also, the outstanding EPBG and any other recoverable dues, as applicable under the Contract, shall be liable for forfeiture/recovery by GIPCL, without prejudice to any other rights and remedies available under the Contract or applicable law.



**TABLE C: O&M cum Equipment Performance Bank Guarantee (EPBG) SCHEDULE**

<b>Sl.</b>	<b>Activity</b>	<b>Amount</b>	<b>Timing</b>
1	Submission	5% of Main Contract Price (excl. O&M and GST)	Furnished at least 15 days prior to the commissioning; valid until 90 days after O&M period;
2	Partial Release (Annual)	2.5% of EPG per year subject to performance parameters & non-applying of LD. In case of LD applied and BG encashment required, then the BG will be recouped accordingly.	From 2nd year to the end of each year of successful operation up to total O&M period (10 years)
	Discontinuation of O&M Contract by Bidder Before Completion of Contract Period (10 Years)	In the event of discontinuation or premature termination of the O&M Contract by the Bidder before completion of the contracted period of 10 years, the outstanding EPBG (O &M cum Equipment Performance Bank Guarantee) available at the time of such discontinuation/termination shall be liable for forfeiture by GIPCL.	
3	Final Release	Remaining EPG amount	At end of 10th-year O&M period on satisfactory VRFB performance including at time of handover to Owner

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